
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 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	johndavid.bondurant@virginiahousing.com	(804) 343-5725
Sheila Stone	sheila.stone@virginiahousing.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Pamela Freeth	pamela.freeth@virginiahousing.com	(804) 343-5563
Aniyah Moaney	aniyah.moaney@virginiahousing.com	(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.

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

VHDA TRACKING NUMBER

2021-C-17

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/16/2021

1. Development Name: Braddock Nine
2. Address (line 1): 9901 Braddock Road
 Address (line 2):
 City: Fairfax State: VA Zip: 22032
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 Fairfax 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: 4302.02
7. Development is located in a **Qualified Census Tract**..... FALSE
8. Development is located in a **Difficult Development Area**..... TRUE
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%
<u>TRUE</u>	<u>FALSE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 11
- Planning District: 8
- State Senate District: 34
- State House District: 41

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

4-story, 36-unit new affordable housing development for independent seniors 62+ years. This project is one building of a hybrid twin development.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/16/2021

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: Bryan Hill
 Chief Executive Officer's Title: County Executive Phone: (703) 324-2531
 Street Address: 12000 Government Center Parkway, Suite 552
 City: Fairfax State: VA Zip: 22035

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Thomas Fleetwood, Director of Fairfax Housing & Community Development

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

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

a. If requesting 9% Credits, select credit pool:

Non Profit Pool

or

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

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

New Construction

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

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

FALSE

5. Planned Combined 9% and 4% Developments

TRUE

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: Braddock Four

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

TRUE

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?	36
Total Units within 4% Tax Exempt allocation Request?	44
Total Units:	80

% of units in 4% Tax Exempt Allocation Request: 55.00%

6. Extended Use Restriction

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

Must Select One: 30

Definition of selection:

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

C. OWNERSHIP INFORMATION

- 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: Option
 Expiration Date: 3/1/2023

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..... 3/1/2023 .
- 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: Woodleigh Chase, LLC

Address: 701 Maiden Choice Lane

City: Baltimore St.: MD Zip: 21228

Contact Person: Sean Sands Phone: (410) 402-2348

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

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

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

Names	Phone	Type Ownership	% Ownership
			0.00%
			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: | Jessica Weston | This is a Related Entity. | FALSE |
| Firm Name: | Gallager, Evelius & Jones LLP | | |
| Address: | 218 North Charles Street, Suite 400, Baltimore, MD 21201 | | |
| Email: | jweston@gejlaw.com | Phone: | (410) 951-1402 |
| | | | |
| 2. Tax Accountant: | Philip Cornblatt | This is a Related Entity. | FALSE |
| Firm Name: | CohnReznick LLP | | |
| Address: | 500 East Pratt Street, 4th Flr, Baltimore, MD 21202 | | |
| Email: | philip.cornblatt@cohnreznick.com | Phone: | (410) 783-6236 |
| | | | |
| 3. Consultant: | | This is a Related Entity. | FALSE |
| Firm Name: | | Role: | |
| Address: | | | |
| Email: | | Phone: | |
| | | | |
| 4. Management Entity: | Stephen Boyce | This is a Related Entity. | FALSE |
| Firm Name: | S.L. Nusbaum Realty Company | | |
| Address: | 1700 Wells Fargo Center, 440 Monticello Avenue, Ste 1700, Norfolk, VA 23510 | | |
| Email: | sboyce@slnubaum.com | Phone: | (757) 640-2293 |
| | | | |
| 5. Contractor: | | This is a Related Entity. | FALSE |
| Firm Name: | | | |
| Address: | | | |
| Email: | | Phone: | |
| | | | |
| 6. Architect: | Zachary Schooley | This is a Related Entity. | FALSE |
| Firm Name: | Grimm and Parker Architecture, Inc. | | |
| Address: | 11720 Beltsville Drive, Suite 600, Calverton, MD 20705 | | |
| Email: | zschooley@gparch.com | Phone: | (443) 614-1327 |
| | | | |
| 7. Real Estate Attorney: | Robert Brant | This is a Related Entity. | FALSE |
| Firm Name: | Walsh, Colucci, Lubeley & Walsh, P.C. | | |
| Address: | 2200 Clarendon Blvd, Suite 1300, Arlington, VA 22201 | | |
| Email: | rbrant@thelandlawyers.com | Phone: | (703) 528-4700 |
| | | | |
| 8. Mortgage Banker: | | This is a Related Entity. | FALSE |
| Firm Name: | | | |
| Address: | | | |
| Email: | | Phone: | |
| | | | |
| 9. Other: | Ryne Johnson | This is a Related Entity. | FALSE |
| Firm Name: | Astoria LLC | Role: | Consultant |
| Address: | 3450 Lady Marian Court, Midlothian VA 23113 | | |
| Email: | rynejohnson@astoriallc.com | Phone: | (804) 320-5850 |

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, in what year did this development receive credits? **FALSE**
- 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
- b. **Minimum Expenditure Requirements**
 - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... FALSE
 - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE
 - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE
 - iv. There are different circumstances for different buildings..... FALSE
Action: (If True, provide an explanation for each building in Tab K)

4. Request For Exception

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... TRUE (If false, go on to #3.)

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶ Owner

Name: Arlington Partnership for Affordable Housing, Inc. (Please fit NP name within available space)

Contact Person: Nina Janopaul

Street Address: 4318 N Carlin Springs Road

City: Arlington State: ▶ VA Zip: 22203-2006

Phone: (703) 276-7444 Extension: 101 Contact Email: njanopaul@apah.org

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

Name of qualified nonprofit: Arlington Partnership for Affordable Housing, Inc.

or indicate true if Local Housing Authority FALSE
Name of Local Housing Authority

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

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

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

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	36	bedrooms	40
Total number of rental units in development	36	bedrooms	40
Number of low-income rental units	36	bedrooms	40
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	36	bedrooms	40
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.....			42,744.00 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			1,448.00 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			41,296.00 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	3.930		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
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	1087.35	SF	32	32
2BR Elderly	1625.20	SF	4	4
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
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
			36	36

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

3. Structures

- a. Number of Buildings (containing rental units)..... 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: N/A
- 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	<u>FALSE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>FALSE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>TRUE</u>	vii. Basement	<u>FALSE</u>
iv. Crawl space	<u>FALSE</u>		

h. Development contains an elevator(s). TRUE
 If true, # of Elevators. 1
 Elevator Type (if known) Machine room less

i. Roof Type ▶ Flat
 j. Construction Type ▶ Frame
 k. Primary Exterior Finish ▶ Brick

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Onsite Lease/PropMgt, Resident Services, Community Room, In-unit W/D

m. Number of Proposed Parking Spaces..... 46
 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	3.50%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	3.50%
Project Wide Absorption Period (Months)	2

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:

- | | |
|--------|--|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided. |
| 86.00% | 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). |
| TRUE | 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 | |
| TRUE | h. Each unit is provided free individual WiFi access. |
| TRUE | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| or | |
| FALSE | j. Full bath fans are equipped with a humidistat. |
| TRUE | 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 | |
| TRUE | n. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | 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. |
| TRUE | 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. |

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

J. ENHANCEMENTS

- TRUE a. All cooking ranges have front controls.
- TRUE b. Bathrooms have an independent or supplemental heat source.
- TRUE 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 checked="" type="checkbox"/> TRUE | 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 |

If Green Certification is selected, no points will be awarded for d. Watersense Bathroom fixtures above.

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 checked="" type="checkbox"/> TRUE | 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)

- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 36 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

100% 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 Electric Forced Air
- 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	14	16	0	0
Air Conditioning	0	6	8	0	0
Cooking	0	5	7	0	0
Lighting	0	21	26	0	0
Hot Water	0	13	15	0	0
Water	0	14	18	0	0
Sewer	0	31	41	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$104	\$131	\$0	\$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. FALSE Local PHA
- e. TRUE Other: Viridiant

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)

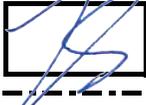
TRUE

- 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:

TRUE

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:

Fairfax County Dept. Housing Community Development

Contact person:

Amy Ginger

Title:

Deputy Director, Operations

Phone Number:

(703) 246-5134

Action: Provide required notification documentation (TAB L)

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

FALSE

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 0 % of total Low Income Units 0%

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: Stephen

Last Name: Boyce

Phone Number: (757) 640-2293 Email: sboyce@slnusbaum.com

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%
4	11.11%	30% Area Median	120%
0	0.00%	40% Area Median	0%
14	38.89%	50% Area Median	700%
18	50.00%	60% Area Median	1080%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
36	100.00%	Total	52.78%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
4	11.11%	30% Area Median	120%
0	0.00%	40% Area Median	0%
14	38.89%	50% Area Median	700%
18	50.00%	60% Area Median	1080%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
36	100.00%	Total	52.78%

- 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	30% AMI	3		647.30	\$604.00	\$1,812
Mix 2	1 BR - 1 Bath	50% AMI	4		647.30	\$1,077.00	\$4,308
Mix 3	1 BR - 1 Bath	50% AMI	7		629.66	\$1,077.00	\$7,539
Mix 4	1 BR - 1 Bath	50% AMI	2	2	647.30	\$1,077.00	\$2,154
Mix 5	1 BR - 1 Bath	60% AMI	2		696.53	\$1,313.00	\$2,626
Mix 6	1 BR - 1 Bath	60% AMI	1		687.63	\$1,313.00	\$1,313
Mix 7	1 BR - 1 Bath	60% AMI	3		768.12	\$1,313.00	\$3,939
Mix 8	1 BR - 1 Bath	60% AMI	8		706.97	\$1,313.00	\$10,504
Mix 9	1 BR - 1 Bath	60% AMI	2	2	647.30	\$1,313.00	\$2,626
Mix 10							\$0
Mix 11							\$0
Mix 12	2 BR - 2 Bath	30% AMI	1		1005.19	\$719.00	\$719
Mix 13	2 BR - 2 Bath	50% AMI	1	1	1005.19	\$1,286.00	\$1,286
Mix 14	2 BR - 2 Bath	60% AMI	2		1005.19	\$1,570.00	\$3,140
Mix 15							\$0
Mix 16							\$0

L. UNIT DETAILS

Mix 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
Mix 27								\$0
Mix 28								\$0
Mix 29								\$0
Mix 30								\$0
Mix 31								\$0
Mix 32								\$0
Mix 33								\$0
Mix 34								\$0
Mix 35								\$0
Mix 36								\$0
Mix 37								\$0
Mix 38								\$0
Mix 39								\$0
Mix 40								\$0
Mix 41								\$0
Mix 42								\$0
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Mix 44								\$0
Mix 45								\$0
Mix 46								\$0
Mix 47								\$0
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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
TOTALS			36	5				\$41,966

Total Units	36	Net Rentable SF:	TC Units	25,589.49
			MKT Units	0.00
			Total NR SF:	25,589.49

Floor Space Fraction (to 7 decimals)	100.00000%
---	-------------------

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$270
2. Office Salaries			\$28,350
3. Office Supplies			\$1,350
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$16,677
<u>3.50%</u> of EGI	<u>\$463.25</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$1,125
9. Auditing			\$7,200
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$2,232
12. Tax Credit Monitoring Fee			\$1,260
13. Miscellaneous Administrative			\$7,150
Total Administrative			\$65,614

Utilities

14. Fuel Oil			\$0
15. Electricity			\$8,100
16. Water			\$5,400
17. Gas			\$3,600
18. Sewer			\$9,900
Total Utility			\$27,000

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$1,575
21. Janitor/Cleaning Contract			\$9,450
22. Exterminating			\$2,295
23. Trash Removal			\$3,510
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$2,250
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$27,000
29. Repairs/Material			\$1,890
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$5,175
32. Heating/Cooling Repairs & Maintenance			\$1,800
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$675
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$450
37. Miscellaneous			\$19,193
Totals Operating & Maintenance			\$75,263

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$52,488
39. Payroll Taxes	\$13,838
40. Miscellaneous Taxes/Licenses/Permits	\$4,500
41. Property & Liability Insurance	\$27,765
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$1,350
Total Taxes & Insurance	\$99,941

Total Operating Expense	\$267,818
--------------------------------	------------------

Total Operating Expenses Per Unit	\$7,439	C. Total Operating Expenses as % of EGI	56.27%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$9,000
---	----------------

Total Expenses	\$276,818
-----------------------	------------------

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	11/2/2020	
b. Site Acquisition	3/15/2022	
c. Zoning Approval	7/16/2019	
d. Site Plan Approval	2/1/2022	
2. Financing		
a. Construction Loan		
i. Loan Application	7/1/2021	
ii. Conditional Commitment	9/1/2021	
iii. Firm Commitment	1/1/2022	
b. Permanent Loan - First Lien		
i. Loan Application	7/1/2021	
ii. Conditional Commitment	9/1/2021	
iii. Firm Commitment	1/1/2022	
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	12/2/2020	
3. IRS Approval of Nonprofit Status	12/18/1990	
4. Closing and Transfer of Property to Owner	3/15/2022	
5. Plans and Specifications, Working Drawings	3/15/2022	
6. Building Permit Issued by Local Government	3/1/2022	
7. Start Construction	3/16/2022	
8. Begin Lease-up	7/1/2023	
9. Complete Construction	7/1/2023	
10. Complete Lease-Up	12/31/2023	
11. Credit Placed in Service Date	12/31/2023	

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"
1. Contractor Cost				
a. Unit Structures (New)	6,004,967	0	0	5,728,587
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
Total Structure	6,004,967	0	0	5,728,587
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	393,037	0	0	262,025
p. Other Site work	0	0	0	0
Total Land Improvements	393,037	0	0	262,025
Total Structure and Land	6,398,004	0	0	5,990,612
q. General Requirements	454,492	0	0	454,492
r. Builder's Overhead (0.0% Contract)	0	0	0	0
s. Builder's Profit (4.1% Contract)	260,025	0	0	260,025
t. Bonds	126,202	0	0	126,202
u. Building Permits	0	0	0	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: Insurance, LOC, Gross Res	53,665	0	0	53,665
y. Other 2: Other Construction Costs	40,500	0	0	40,500
z. Other 3: _____		0	0	
Contractor Costs	\$7,332,888	\$0	\$0	\$6,925,496

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"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$8,088 /Unit)	291,184	0	0	291,184
c. Architecture Supervision Fee \$2,220 /Unit)	79,907	0	0	79,907
d. Tap Fees	501,750	0	0	501,750
e. Environmental	9,000	0	0	9,000
f. Soil Borings	3,150	0	0	3,150
g. Green Building (Earthcraft, LEED, etc.)	21,464	0	0	21,464
h. Appraisal	10,000	0	0	10,000
i. Market Study	4,000	0	0	4,000
j. Site Engineering / Survey	65,250	0	0	65,250
k. Construction/Development Mgt	146,250	0	0	146,250
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	92,444	0	0	92,444
n. Construction Interest (0.0% for 0 months)	326,139	0	0	326,139
o. Taxes During Construction	35,820	0	0	35,820
p. Insurance During Construction	42,840	0	0	42,840
q. Permanent Loan Fee (0.0%)	85,634	0	0	0
r. Other Permanent Loan Fees	70,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	40,500	0	0	40,500
v. Title and Recording	63,000	0	0	0
w. Legal Fees for Closing	189,000	0	0	94,500
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	67,500			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	170,000	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	263,929	0	0	0
ad. Contingency	450,215	0	0	225,105
ae. Security	65,520	0	0	65,520
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Consultants	66,715	0	0	41,715
(2) Other* specify: Construction Inspections	45,000	0	0	45,000
(3) Other* specify:		0	0	0
(4) Other* specify: HVAC Commissioning	18,360	0	0	18,360
(5) Other * specify: Submetering	6,120	0	0	6,120
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$3,230,691	\$0	\$0	\$2,166,018
Subtotal 1 + 2 (Owner + Contractor Costs)	\$10,563,579	\$0	\$0	\$9,091,514
3. Developer's Fees	1,304,773	0	0	1,304,773
Action: Provide Developer Fee Agreement (Tab A)				
4. Owner's Acquisition Costs				
Land	372,000			
Existing Improvements	0	0		
Subtotal 4:	\$372,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$12,240,352	\$0	\$0	\$10,396,287

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

(Provide documentation at Tab E)

\$0	Land
\$0	Building

Maximum Developer Fee: \$1,304,846

Proposed Development's Cost per Sq Foot \$278 **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	
1. Total Development Costs	12,240,352	0	0	10,396,287
2. Reductions in Eligible Basis				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
3. Total Eligible Basis (1 - 2 above)		0	0	10,396,287
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	3,118,886
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			0	13,515,173
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	13,515,173
7. Applicable Percentage <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%	0.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$0	\$1,216,366
		\$1,216,366 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. Construction & Bridge Loan			\$9,244,393	
2.				
3.				
Total Construction Funding:			\$9,244,393	

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 Bonds			\$2,377,351	\$143,433	4.97%	35.00	35.00
2. VHDA REACH PLUS			\$648,000	\$29,709	2.95%	35.00	35.00
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$3,025,351	\$173,142			

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.	Land Donation	11/2/2020	\$1,542,786
2.	Donor-Completed Site Work	3/4/2021	\$1,373,624
3.			
4.			
5.			
Total Subsidized Funding			\$2,916,410

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..... **FALSE**

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$648,000
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$2,377,351
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: N/A

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

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

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

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

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

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	\$0	(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**.

Equity Total \$0

2. Equity Gap Calculation

a. Total Development Cost	\$12,240,352
b. Total of Permanent Funding, Grants and Equity	- \$3,025,351
c. Equity Gap	\$9,215,001
d. Developer Equity	- \$922
e. Equity gap to be funded with low-income tax credit proceeds	\$9,214,079

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:

Contact Person: Phone:

Street Address:

City: State: Zip:

b. Syndication Equity

i. Anticipated Annual Credits	\$950,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.970
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	\$949,905
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$9,214,079

c. Syndication: Private

d. Investors: Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$9,214,079

5. Net Equity Factor

Must be equal to or greater than 85% 97.0000052637%

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>\$12,240,352</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$3,025,351</u>
3. Equals Equity Gap		<u>\$9,215,001</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>97.0000052637%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$9,500,000</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$950,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,216,366</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$950,000</u>
Credit per LI Units	<u>\$26,388.8889</u>	
Credit per LI Bedroom	<u>\$23,750.0000</u>	
	Combined 30% & 70% PV Credit Requested	<u>\$950,000</u>

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units		\$41,966
Plus Other Income Source (list):	Miscellaneous	\$680
Equals Total Monthly Income:		\$42,646
Twelve Months		x12
Equals Annual Gross Potential Income		\$511,754
Less Vacancy Allowance	7.0%	\$35,823
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$475,931

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
Equals Annual Effective Gross Income (EGI) - Market Rate Units		\$0

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

3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$475,931
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$475,931
d.	Total Expenses	\$276,818
e.	Net Operating Income	\$199,113
f.	Total Annual Debt Service	\$173,142
g.	Cash Flow Available for Distribution	\$25,971

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	475,931	485,450	495,159	505,062	515,163
Less Oper. Expenses	276,818	285,123	293,676	302,487	311,561
Net Income	199,113	200,327	201,483	202,575	203,602
Less Debt Service	173,142	173,142	173,142	173,142	173,142
Cash Flow	25,971	27,185	28,341	29,433	30,460
Debt Coverage Ratio	1.15	1.16	1.16	1.17	1.18

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	525,466	535,976	546,695	557,629	568,782
Less Oper. Expenses	320,908	330,535	340,451	350,665	361,185
Net Income	204,559	205,441	206,244	206,964	207,597
Less Debt Service	173,142	173,142	173,142	173,142	173,142
Cash Flow	31,417	32,299	33,102	33,822	34,455
Debt Coverage Ratio	1.18	1.19	1.19	1.20	1.20

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	580,157	591,761	603,596	615,668	627,981
Less Oper. Expenses	372,020	383,181	394,676	406,517	418,712
Net Income	208,137	208,580	208,919	209,151	209,269
Less Debt Service	173,142	173,142	173,142	173,142	173,142
Cash Flow	34,995	35,438	35,777	36,009	36,127
Debt Coverage Ratio	1.20	1.20	1.21	1.21	1.21

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

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					
				DO NOT use the CUT feature																					
1.		36		9901 Braddock Road		Fairfax	VA	22032				\$0				\$0	\$13,515,173	12/31/23	9.00%	\$1,216,366					
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					
		36	0																						
				Totals from all buildings					\$0					\$0					\$13,515,173					\$0	\$1,216,366

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

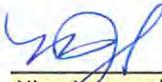
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia 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 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: Braddock Nine Limited Partnership
By: Braddock Nine Development LLC
Its: General Partner

By: 
 Its: Nina Janopaul, President
 (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:	<u>Zachary R. Schooley</u>
Virginia License#:	<u>401019064</u>
Architecture Firm or Company:	<u>Grimm and Parker Architecture, Inc.</u>

By: 

Its: Partner
(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:

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

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

1. READINESS:

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

	Y	0 or -50	0.00
	N	0 or -25	0.00
	N	0 or 40	0.00
	N	0 or 10	0.00
	Y	0 or 15	15.00
	N	0 or 15	0.00
Total:			15.00

2. HOUSING NEEDS CHARACTERISTICS:

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

	Y	0 or up to 5	5.00
	N	0 or 20	0.00
	23.83%	Up to 40	40.00
	N	0 or 5	0.00
	N	0 or 10	0.00
	3%	0, 20, 25 or 30	30.00
	N	0 or 15	0.00
	N	Up to -20	0.00
	Y	Up to 20	20.00
Total:			95.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			71.00
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	Y	0 or 30	30.00
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	Y	0 or 10	10.00
g. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
h. Developments with less than 100 units	Y	up to 20	20.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>156.00</u>

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 Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 15	0.00
c.	11.11%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	11.11%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			<u>70.00</u>

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
Total:			<u>50.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	45.54
b. Cost per unit		Up to 100	22.55
Total:			<u>68.09</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	Up to 45	45.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			<u>105.00</u>

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

TOTAL SCORE: **559.09**

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	25.00
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	8.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
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	5.00
o. All interior doors within units are solid core	3	3.00
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	2.00
s. New Construction: Balcony or patio	4	0.00
		<u>68.00</u>
All elderly units have:		
t. Front-control ranges	1	1.00
u. Independent/suppl. heat source	1	1.00
v. Two eye viewers	1	1.00
		<u>3.00</u>
Total amenities:		<u>71.00</u>

X. Development Summary

Summary Information 2021 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Braddock Nine

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$950,000
Allocation Type: New Construction **Jurisdiction:** Fairfax County
Total Units: 36 **Population Target:** Elderly
Total LI Units: 36
Project Gross Sq Ft: 42,744.00 **Owner Contact:** Nina Janopaul
Green Certified? TRUE

Total Score 559.09

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$3,025,351	\$84,038	\$71	\$173,142

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$6,398,004	\$177,722	\$150	52.27%
General Req/Overhead/Profit	\$714,517	\$19,848	\$17	5.84%
Other Contract Costs	\$220,367	\$6,121	\$5	1.80%
Owner Costs	\$3,230,691	\$89,741	\$76	26.39%
Acquisition	\$372,000	\$10,333	\$9	3.04%
Developer Fee	\$1,304,773	\$36,244	\$31	10.66%
Total Uses	\$12,240,352	\$340,010		

Total Development Costs	
Total Improvements	\$10,563,579
Land Acquisition	\$372,000
Developer Fee	\$1,304,773
Total Development Costs	\$12,240,352

Income		
Gross Potential Income - LI Units		\$511,754
Gross Potential Income - Mkt Units		\$0
Subtotal		\$511,754
Less Vacancy %	7.00%	\$35,823
Effective Gross Income		\$475,931

Rental Assistance? FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$65,614	\$1,823
Utilities	\$27,000	\$750
Operating & Maintenance	\$75,263	\$2,091
Taxes & Insurance	\$99,941	\$2,776
Total Operating Expenses	\$267,818	\$7,439
Replacement Reserves	\$9,000	\$250
Total Expenses	\$276,818	\$7,689

Cash Flow	
EGI	\$475,931
Total Expenses	\$276,818
Net Income	\$199,113
Debt Service	\$173,142
Debt Coverage Ratio (YR1):	1.15

Proposed Cost Limit/Sq Ft: \$278
Applicable Cost Limit/Sq Ft: \$390

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	32
# of 2BR	4
# of 3BR	0
# of 4+ BR	0
Total Units	36

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

Income Averaging? TRUE

Extended Use Restriction? 30

2021 Low-Income Housing Tax Credit Application For Reservation

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 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.

Using Current E-U-R method (up to 200)	45.54
Using proposed method:	
Combined Max	\$1,216,366
Credit Requested	\$950,000
% of Savings	21.90%
Sliding Scale Points	73
	<i>Difference</i> 27.46

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.

Using Current E-U-R method (up to 100)	22.55
Using proposed method:	
Total Costs Less Acquisition	\$11,868,352
Total Square Feet	42,744.00
Proposed Cost per SqFt	\$277.66
Applicable Cost Limit per Sq Ft	\$390.00
% of Savings	28.80%
Sliding Scale Points	57.60
	<i>Difference</i> 35.05

\$/SF = **\$268.86** Credits/SF = **23.00465** Const \$/unit = **\$203,691.3333**

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

12000
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	1,087.35	1,625.20	0.00	0.00	0.00
NUMBER OF UNITS	0	0	32	4	0	0	0
PARAMETER-(COSTS>=35,000)	0	0	383,625	499,875	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS>=50,000)	0	0	383,625	499,875	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	383,625	499,875	0	0	0
PROJECT COST PER UNIT	0	0	292,340	436,945	0	0	0
PARAMETER-(CREDITS>=35,000)	0	0	32,918	42,893	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=50,000)	0	0	32,918	42,893	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	32,918	42,893	0	0	0
PROJECT CREDIT PER UNIT	0	0	25,014	37,387	0	0	0
COST PER UNIT POINTS	0.00	0.00	21.15	1.40	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	42.69	2.85	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0	0
PARAMETER-(COSTS>=35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS>=50,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=50,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	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	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **22.55**

TOTAL CREDIT PER UNIT POINTS **45.54**

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	383,625	499,875	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	383,625	499,875	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	32,918	42,893	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	32,918	42,893	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 BF
Standard Parameter - low rise	0	0	0	0	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
Adjusted Cost Parameter	0	0	0	0	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 BF
Standard Credit Parameter - low rise	0	0	0	0	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
Adjusted Credit Parameter	0	0	0	0	0	0	0	0

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	383,625	499,875	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	383,625	499,875	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	32,918	42,893	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	32,918	42,893	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 BF
Standard Cost Parameter - low rise	0	0	0	0	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
Adjusted Cost Parameter	0	0	0	0	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 BF
Standard Cost Parameter - low rise	0	0	0	0	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
Adjusted Cost Parameter	0	0	0	0	0	0	0	0

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\$/SF = **\$268.86** Credits/SF = **23.00465** Const \$/unit = **\$203,691.33**

TYPE OF PROJECT
LOCATION
TYPE OF CONSTRUCTION

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

12000
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	1,087.35	1,625.20	0.00	0.00	0.00
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PARAMETER-(COSTS=>50,000)	0	0	383,625	499,875	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	383,625	499,875	0	0	0
PROJECT COST PER UNIT	0	0	292,340	436,945	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	32,918	42,893	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	32,918	42,893	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	32,918	42,893	0	0	0
PROJECT CREDIT PER UNIT	0	0	25,014	37,387	0	0	0
COST PER UNIT POINTS	0.00	0.00	21.15	1.40	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	42.69	2.85	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	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	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **22.55**

TOTAL CREDIT PER UNIT POINTS **45.54**

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	383,625	499,875	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	383,625	499,875	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	32,918	42,893	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	32,918	42,893	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 BF
Standard Parameter - low rise	0	0	0	0	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
Adjusted Cost Parameter	0	0	0	0	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 BF
Standard Credit Parameter - low rise	0	0	0	0	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
Adjusted Credit Parameter	0	0	0	0	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	383,625	499,875	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	383,625	499,875	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	32,918	42,893	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	32,918	42,893	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 BF
Standard Cost Parameter - low rise	0	0	0	0	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
Adjusted Cost Parameter	0	0	0	0	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 BF
Standard Cost Parameter - low rise	0	0	0	0	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
Adjusted Cost Parameter	0	0	0	0	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)

BRADDOCK NINE LIMITED PARTNERSHIP
AGREEMENT OF LIMITED PARTNERSHIP

THIS AGREEMENT OF LIMITED PARTNERSHIP (this “Agreement”) is made and entered into as of the 4 day of March, 2021, by and among the undersigned persons (the “Partners”) upon the terms and conditions hereinafter set forth.

ARTICLE I

INTRODUCTION

Section 1.1 Affairs of the Partnership. The Partners, consisting of all of the partners of the Partnership, which was formed under the laws of the Commonwealth of Virginia pursuant to that certain Certificate of Limited Partnership filed with the Virginia State Corporation Commission on December 2, 2020, agree that this Agreement shall set forth all of the provisions governing the affairs of the Partnership.

Section 1.2 Defined Terms. The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Section 1.2.

“Act” means the Virginia Revised Uniform Limited Partnership Act, as it may from time to time be amended.

“Additional General Partner” means any Person who is admitted to the Partnership as an Additional General Partner under the provisions of Article V after the date of this Agreement.

“Additional Partner” means any Person who is admitted to the Partnership as a Partner under the provisions of Article VI after the date of this Agreement.

“Adjusted Book Value” means, with respect to any asset, such asset’s adjusted basis for federal income tax purposes, with the following exceptions and adjustments:

(i) The initial Adjusted Book Value of any asset contributed to the Partnership by a Partner shall be the fair market value of such asset (unreduced by liabilities secured by such asset) as determined by the contributing Partner and the Partnership and as reflected on Schedule I attached hereto and made a part hereof.

(ii) The Adjusted Book Values of all Partnership assets shall be adjusted to equal their respective fair market values (unreduced by liabilities secured by such assets) as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimus Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a de minimus amount of Partnership Property as consideration for an interest in the Partnership if the General Partner reasonably determines that such adjustment is

necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; (c) the liquidation of the Partnership within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g); and (d) any other adjustments in the discretion of the General Partner as allowed under Regulations promulgated under Code Section 704(b), or any successor statute.

(iii) The Adjusted Book Value of any Partnership asset distributed to any Partner shall be the fair market value (unreduced by liabilities secured by such assets) of such asset on the date of distribution.

(iv) The Adjusted Book Values of Partnership assets shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m) and Section 7.4 hereof; provided, however, that Adjusted Book Values shall not be adjusted pursuant to this part (iv) to the extent the General Partner determines that an adjustment pursuant to part (ii) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this part (iv).

(v) The Adjusted Book Value of each asset determined or adjusted pursuant to (i), (ii) or (iv) above shall thereafter be adjusted by the Depreciation taken into account with respect to such asset in computing Profit or Loss.

“Adjusted Capital Account Deficit” means, with respect to any Partner, the deficit balance, if any, in such Partner’s Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) Such deficit shall be decreased by any amounts which such Partner is obligated or is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g)(i) and 1.704-2(h)(5); and

(ii) Such deficit shall be increased by the items described in Treasury Regulation 1.704-1(b)(2)(ii)(d)(4), (5) and 6.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulation 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Affiliate” or “Affiliated Person” means, when used with reference to a specified Person (i) any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the specified Person, (ii) any Person who is an officer, Partner, or trustee of, or serves in a similar capacity with respect to, the specified Person, or of which the specified Person is an officer, Partner or trustee, or with respect to which the specified Person serves in a similar capacity, (iii) any Person that, directly or indirectly, is the beneficial owner of 5% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified Person, or of which the specified Person is directly or indirectly the owner

of 5% or more of any class of equity securities in which the specified Person has a substantial beneficial interest and (iv) any Family Partner of the specified Person.

“Agreement” means this Agreement of Limited Partnership as originally executed and as amended from time to time, as the context requires. Words such as “herein,” “hereinafter,” “hereof,” “hereto,” “hereby” and “hereunder,” when used with reference to this Agreement, refer to this Agreement as a whole unless the context otherwise requires.

“Capital Account” means the Capital Account to be maintained by the Partnership for each Partner in accordance with the following provisions:

(i) A Partner’s Capital Account shall be credited with such Partner’s Capital Contributions, the amount of any Partnership liabilities assumed by such Partner (or which are secured by Partnership Property distributed to such Partner), and such Partner’s distributive share of Profit; and

(ii) A Partner’s Capital Account shall be debited with the amount of money and the fair market value of any Partnership Property distributed to such Partner, the amount of any liabilities of such Partner assumed by the Partnership (or which are secured by Property contributed by such Partner to the Partnership), and such Partner’s distributive share of Loss.

(iii) If any Interest in the Partnership is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it is attributable to the transferred Interest.

It is intended that the Capital Accounts of all Partners shall be maintained in compliance with the provisions of Treasury Regulations Section 1.704-1(b) and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership, or Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Partner pursuant to Article VIII hereof upon the dissolution of the Partnership. The General Partner also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulation Section 1.704-1(b).

“Capital Contribution” means, with respect to any Partner, the amount of money and the initial Adjusted Book Value of any property (other than money) contributed to the Partnership with respect to the Interest held by such Partner.

“Capital Transaction” means the sale, refinancing or other disposition of the Partnership’s interest in the Project.

“Code” means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

“Depreciation” means, for each taxable year of the Partnership (or other period for which Depreciation must be computed), an amount equal to the depreciation, amortization or cost recovery deduction allowable with respect to the Partnership’s assets for such period, except that if the Adjusted Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of any such period, the Depreciation with respect to such asset shall be an amount which bears the same ratio to the beginning Adjusted Book Value of such asset as the federal income tax depreciation, amortization or cost recovery deduction allowable with respect to such asset for such period bears to such asset’s adjusted tax basis at the beginning of such period; provided, however, that if the federal income tax depreciation, amortization, or cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Adjusted Book Value using any reasonable method selected by the General Partner.

“Disability” shall mean mental disability, senility, insanity or other mental disease.

“Entity” means any association, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, joint stock association, joint venture, firm, trust, syndicate, business trust or cooperative, or any foreign associations of like structure.

“Family Partner” means, with respect to any individual, his spouse, brothers, sisters, ancestors, and descendants.

“General Partner” means Braddock Nine Development LLC, a Virginia limited liability company, or any Person who succeeds it in that capacity in accordance with the provisions of this Agreement.

“Insolvency” means, with respect to any Person, any of the following: (i) making an assignment for the benefit of creditors; (ii) filing a voluntary petition in bankruptcy; (iii) being adjudged bankrupt or insolvent or having entered against such Person an order of relief in any bankruptcy or insolvency proceedings; (iv) filing a petition or answer seeking for such Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person seeking any reorganization, arrangement, composition, readjustment, liquidation, or dissolution of such Person, or any similar relief under any statute, law or regulation; (vi) seeking, consenting to, or acquiescing in, the appointment of a trustee, receiver or liquidator of all or any substantial part of such Person’s properties; or (vii) the continuation of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, for 120 days after the commencement thereof or the appointment of a trustee, receiver, or liquidator for all or any substantial part of such Person’s properties without such Person’s agreement or acquiescence, which appointment is not vacated or stayed for 120 days or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated.

“Interest” means the entire ownership interest (which may be segmented into and/or expressed as a percentage of various rights and/or liabilities) of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which a Partner may be entitled as provided in this Agreement and in the Act, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement and of the Act.

“Major Decisions” shall have the meaning set forth in Section 4.3(B) hereof.

“Net Cash Flow” means all cash funds of the Partnership on hand at a given time (other than cash funds obtained as contributions to the capital of the Partnership by the Partners and cash funds obtained from loans to the Partnership) after (i) payment of all operating expenses of the Partnership as of such time, (ii) provision for payment of all outstanding and unpaid current obligations of the Partnership as of such time, and (iii) provision for any reserves to be held pursuant to this Agreement.

“Net Cash from Capital Transactions” means the net cash proceeds from Capital Transactions, less any portion thereof used to pay debts and liabilities of the Partnership (including debts and liabilities payable to the General Partner) or to establish reserves, all as determined by the General Partner.

“Nonrecourse Liability” has the meaning set forth in Treasury Regulation Section 1.704-2(b)(3).

“Notification” or “Notice” means a writing, containing the information required by this Agreement to be communicated to any person, delivered in person, sent by registered or certified mail, postage prepaid, by overnight courier or by electronic mail, to such person at the address set forth on Schedule I, the date of registry thereof or the date of the certification thereof being deemed the date of receipt of Notification; provided, however, that any written communication containing such information sent to such person and actually received by such person shall constitute Notice for all purposes of this Agreement.

“Partner” means a Person designated as a Partner in the Partnership as set forth on Schedule I, as such Schedule may be amended from time to time.

“Partner Minimum Gain” means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i).

“Partner Nonrecourse Debt” has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

“Partner Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase,

if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Section 1.704-(2)(i)(2) of the Regulations.

“Partnership” means Braddock Nine Limited Partnership, a Virginia limited partnership.

“Partnership Minimum Gain” has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d), or any corresponding provision of succeeding Regulations.

“Partnership Nonrecourse Deductions” has the meaning set forth in Regulation Section 1.704-2(b)(1) and 1.704-2(c). The amount of Partnership Nonrecourse Deductions for a Partnership’s fiscal year equals the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year, determined according to the provisions of Regulation Section 1.704-2(c).

“Percentage Interests” means each Partner’s percentage of the total interests of the Partnership, as set forth opposite the name of such Partner under the column “Percentage Interests” on Schedule I attached hereto, as such percentage may be adjusted from time to time pursuant to the terms hereof.

“Person” means any individual or Entity.

“Profit” and “Loss” mean, for each taxable year of the Partnership (or other period for which Profit or Loss must be computed) the Partnership’s taxable income or loss determined in accordance with Section 703(a) of the Code, with the following adjustments:

(i) All items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in computing Partnership taxable income or loss; and

(ii) Any tax-exempt income of the Partnership, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and

(iii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulations Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and

(iv) In lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss there shall be taken into account the Depreciation computed in accordance with the definition of Depreciation set forth above; and

(v) In the event the Adjusted Book Value of any Partnership asset is adjusted pursuant to parts (ii) or (iii) of the definition of Adjusted Book Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses; and

(vi) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Adjusted Book Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Adjusted Book Value; and

(vii) Notwithstanding any other provision of this definition of Profit and Loss, any items which are specially allocated pursuant to Section 7.4 hereof shall not be taken into account in computing Profits or Losses.

“Project” means a project consisting of residential rental apartment units located in Fairfax County, Virginia, to be acquired, owned, operated and/or disposed of by the Partnership.

“Regulations” or “Treasury Regulations” means the federal income tax regulations promulgated under the Code, as amended from time to time and including corresponding provisions of succeeding regulations.

“Schedule” means Schedule I annexed hereto as amended from time to time and as so amended at the time of reference thereto.

“Substitute Partner” means any Person who is admitted to the Partnership as a Substitute Partner under the provisions of Article VI after the date of this Agreement.

“Successor General Partner” means any Person admitted as a Successor General Partner to the Partnership under the provisions of Article V after the date of this Agreement.

“Tax Matters Partner” means the General Partner designated in Section 4.7 hereof as the tax matters partner as defined in Section 6231(a)(7) of the Code.

ARTICLE II

NAME, PURPOSE AND TERM

Section 2.1 Place of Business and Office; Resident Agent. The principal office of the Partnership shall be 4318 N. Carlin Springs Road, Arlington, VA 22203. The name and address of the resident agent are Carmen Romero, 4318 N. Carlin Springs Road, Arlington, Virginia 22203. The General Partner may at any time change the location of such principal office and shall give due notice of any such change to the Partners.

Section 2.2 Purpose. The purpose of the Partnership is to acquire, finance, and operate and dispose of the Project, and to do all things necessary, convenient or incidental thereto. In addition, the Partnership may engage in and do any act concerning any or all lawful businesses for which partnerships may be organized according to the Act.

Section 2.3 Applications, Permits and Approvals. The Partnership is hereby authorized to make application for certificates of need, licenses, zoning and subdivision approvals, building permits and any other permits or approvals required under federal, state or local laws applicable to the Project to authorize the acquisition, construction and operation of the Project. Any and all acts taken on behalf of the Partnership in furtherance of obtaining such approvals are hereby ratified, confirmed and approved.

Section 2.4 Term. The Partnership shall be deemed to exist as of the date its Certificate of Limited Partnership is filed, and the duration of the Partnership shall be perpetual unless the Partnership is sooner dissolved in accordance with the provisions of this Agreement.

Section 2.5 Maintenance of Partnership as a Limited Liability Partnership. The General Partner shall take all necessary actions to maintain the Partnership as a limited partnership under the Act.

ARTICLE III

PARTNERS' CAPITAL

Section 3.1 General Partner. The name, address and amount of the initial Capital Contribution (paid in full) of the General Partner in its capacity as such are set forth on the Schedule.

Section 3.2 Other Partners. The name, address and amount of the initial Capital Contributions of the Partners (other than the General Partner) are set forth on the Schedule.

Section 3.3 Partnership Capital.

A. The capital of the Partnership shall be the amounts contributed by the Partners.

B. No Partner shall receive any interest, salary or drawing with respect to his Capital Contribution or his Capital Account or for services rendered on behalf of the Partnership or otherwise in his capacity as a Partner except as specifically provided in this Agreement.

C. Except as otherwise provided in this Agreement, no Partner shall have the right to withdraw or receive any return of his Capital Contribution. Under circumstances requiring a return of any Capital Contribution, no Partner shall have any right to receive any funds or property of the Partnership except as may be specifically provided in this Agreement.

Section 3.4 Loan by Partners. If any Partner shall loan any monies to the Partnership, the amount of any such loan shall not be an increase in his share of the distributions of the Partnership; but the amount of any such loan shall be an obligation of the Partnership to such Partner, and shall be repaid with interest equal to the General Partner's cost of funds, and on such other reasonable terms as the General Partner shall determine.

Section 3.5 Liability of Partners. No Partner shall be personally liable for any liabilities, contracts, or obligations of the Partnership. A Partner's liability is limited to the amount of Capital Contributions made or required to be made by any such Partner pursuant to this Agreement. After his Capital Contributions have been fully paid, no Partner shall be required to make any further Capital Contributions or lend any funds to the Partnership or act as guarantor or indemnitor with respect to any Partnership liabilities or obligations except as otherwise required by the Act. The General Partner shall not have any personal liability for the repayment of the Capital Contributions of any other Partner. The obligation of any Partner to make any Capital Contribution shall be an obligation to the Partnership only and shall not inure to the benefit of, or be enforceable by any third party.

ARTICLE IV

RIGHTS, POWERS AND DUTIES OF THE GENERAL PARTNER

Section 4.1 Authorized Acts.

A. Subject to the provisions of this Agreement and in furtherance of the purpose of the Partnership as set forth in Section 2.2 hereof, the General Partner for, in the name of, and on behalf of the Partnership is hereby authorized:

(i) To acquire by purchase, lease or otherwise any interest in real or personal property or in any other partnership, corporation or other business entity, which may be necessary, convenient or incidental to the accomplishment of the purpose of the Partnership.

(ii) To construct, rehabilitate, demolish, rebuild, repair, operate, maintain, finance and improve, and to own, or to sell, convey, assign, mortgage or lease, any or all of the real estate and any personal property necessary, convenient or incidental to the accomplishment of the purpose of the Partnership.

(iii) To borrow money and issue evidences of indebtedness in furtherance of the purpose of the Partnership, and to secure the same by mortgage, pledge or other lien on any assets of the Partnership.

(iv) To prepay in whole or in part, refinance, recast, increase, modify or extend any mortgages affecting the assets of the Partnership and in connection therewith to execute any extensions, renewals or modifications of any such mortgages on the assets of the Partnership.

(v) To employ a management company, which may be the General Partner or an Affiliate thereof, to manage the assets of the Partnership and to authorize the

Partnership to pay reasonable compensation for such services, provided the Managing Partners (if more than one) shall act unanimously in connection therewith.

(vi) To execute any note, mortgage and/or loan agreement in order to secure a loan to the Partnership which note, mortgage and/or loan agreement may contain provision for the confession of judgment on behalf of the Partnership without the need to obtain any additional or further consent or approval of any Partner.

(vii) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to or in connection with, or incidental to the accomplishment of the purpose of the Partnership (or to employ any other entity, including a company which is owned wholly or partially by any one or more Affiliated Persons or which is an Affiliate of a General Partner, to undertake the foregoing on commercially reasonable, arms-length terms), so long as said activities and contracts may be lawfully carried on or performed by a limited partnership under the laws of the Commonwealth of Virginia.

(viii) To undertake the activities authorized by Section 2.3 of this Agreement.

(ix) To set up any reserves as described in this Agreement.

(x) To execute and deliver all notes, guaranties, agreements, documents and certificates required by any lender in connection with the financing or refinancing or modification of financing of the Project.

Section 4.2 Management of Partnership Business.

A. The business and affairs of the Partnership shall be managed under the direction and control of the General Partner who shall devote such of its time and services as the General Partner in its absolute discretion deems necessary.

B. Each of the Partners hereby agrees that any Partner may engage in and/or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management and development of real property.

C. The General Partner shall be reimbursed by the Partnership for all reasonable expenses incurred by it in connection with the business of the Partnership, but shall receive no salary or other compensation for serving as General Partner except as unanimously agreed to by the Partners.

D. The General Partner will take all reasonable steps to assure that the Partnership is classified as a partnership for tax purposes.

Section 4.3 Business Control.

A. No Partner other than the General Partner shall participate in or have any control over the Partnership business. The Partners hereby consent to the exercise by the General Partner of the powers conferred on it by this Agreement and to the employment, when and if in the discretion of the General Partner the same is deemed necessary or advisable, of such brokers, agents or attorneys as the General Partner may determine (notwithstanding that any parties to this Agreement may have an interest in, or be one of, such brokers, agents or attorneys). No Partner other than the General Partner shall have any authority or right to act for or bind the Partnership.

B. Major Decisions. The following major decisions (“Major Decisions”) require the consent of all non-General Partners, and the Partnership shall not take any of the following actions without the prior approval of all non-General Partners (which approval shall not be unreasonably withheld, conditioned or delayed) of the specific action, including the form of instrument, parties involved or any other matter relating to such action:

- (i) Admitting a new Partner to the Partnership;
- (ii) Selling any of the assets of the Partnership (other than in the ordinary course of business in furtherance of the purpose of the Partnership);
- (iii) Leasing or otherwise encumbering any of the Partnership’s real property (other than residential and commercial leases in the ordinary course of business in furtherance of the purpose of the Partnership);
- (iv) Amending this Agreement in any manner;
- (v) Dissolving, liquidating or winding-up the affairs of the Partnership;
- (vi) Acquiring any real property (other than the Project as provided herein) or any interest in any entity;
- (vii) Entering into any merger, consolidation or restructuring of the Partnership;
- (viii) Initiating any proceeding under the Federal Bankruptcy Code or any similar law relating to the protection of creditors, or consent to the initiation against it of any such proceeding;
- (ix) Issuing any debt that is convertible into equity in the Partnership; or
- (xi) Borrowing money and issuing evidences of indebtedness in furtherance of the purpose of the Partnership, and to secure the same by mortgage, pledge or other lien on any assets of the Partnership.

Section 4.4 Duties and Obligations of the General Partner.

A. The General Partner shall take all action which may be necessary or appropriate for the continuation of the Partnership's existence as a partnership under the Act.

B. The General Partner shall at all times conduct its affairs and the affairs of the Partnership in such a manner that the Partners will not have any personal liability for Partnership debts except for said Partners' Capital Contributions. The General Partner shall manage the activities of the Partnership in a manner consistent with the purpose and goals of the Partnership.

C. The General Partner from time to time shall prepare and file any amendment to the Articles as it deems necessary to accurately reflect the agreement of the Partners, the identity of the Partners, the amount of their respective Capital Contributions and any matters required by the Act to be reflected in an amendment to the Articles.

D. Subject to the other provisions herein, the General Partner shall prepare or cause to be prepared, and shall file, on or before the due date (or any extension thereof), any federal, state or local tax returns required to be filed by the Partnership. The General Partner shall cause the Partnership to pay any taxes payable by the Partnership to the extent the same are not payable by any other party.

E. The General Partner shall be under a fiduciary duty to conduct the affairs of the Partnership in the best interests of the Partnership, including the safekeeping and use of all Partnership funds and assets and the use thereof for the benefit of the Partnership. The General Partner shall at all times act in good faith and exercise due diligence in all activities relating to the conduct of the business of the Partnership.

Section 4.5 Liability of General Partner to Other Partners. The General Partner shall not be liable, responsible or accountable in damages or otherwise to any other Partner for any act performed by it in good faith and within the scope of the authority conferred on it by this Agreement, except for acts of malfeasance, intentional and willful misconduct or gross negligence, damages arising from any material misrepresentation, or breach of a warranty to, or an agreement with, the Partnership.

Section 4.6 Indemnification.

The Partnership shall indemnify and save harmless the General Partner against any claims or liability incurred by it provided that the acts or omissions giving rise to such claims or liabilities were performed in good faith and within the scope of its authority under this Agreement, except for acts of malfeasance, intentional and willful misconduct or gross negligence or for damages arising from any material misrepresentation, breach of warranty, or for damages arising from a breach of any other agreement with the Partnership, provided that any indemnity under this Section shall be provided out of and to the extent of Partnership assets only. Nothing contained in this paragraph shall be construed as imposing any liability on any Partner.

Section 4.7 Tax Matters Partner. The General Partner is hereby designated to serve as the Partnership's "Tax Matters Partner" and shall have all of the powers and responsibilities of such position as provided in Sections 6221 et seq. of the Code. Reasonable expenses incurred by the Tax Matters Partner directly relating to its performance of services as Tax Matters Partner will be borne by the Partnership. Each Partner who elects to participate in any administrative proceeding, as permitted by Sections 6221 et seq. of the Code, will be responsible for any expenses incurred by such Partner in connection with such participation and for any additional costs and expenses incurred by the Partnership due to such participation. Further, the cost of any adjustments to a Partner and the cost of any resulting audits of or adjustment to a Partner's tax return will be borne solely by the affected Partner.

Section 4.8 Right of First Refusal. On the date of or prior to the closing of the debt and equity financing for the Project, the Partnership shall grant to Arlington Partnership for Affordable Housing, Inc., a right of first refusal with the respect to the purchase of the Project after the end of the low-income housing tax credit compliance period, in order to satisfy the requirement of Section 42(i)(7) of the Code.

ARTICLE V

TRANSFERABILITY OF GENERAL PARTNER'S INTEREST

Section 5.1 Transfer of General Partner's Interest; Withdrawal by General Partner.

A. A General Partner may not withdraw or retire from the Partnership or sell, transfer or assign its interest as General Partner except after complying with the provisions of Section 5.1(D) and only with the prior consent of all of the Partners.

B. If a General Partner withdraws or retires from the Partnership or sells, transfers or assigns its entire interest pursuant to Section 5.1(A), it shall be and shall remain liable for all obligations and liabilities incurred by it as General Partner before such withdrawal, sale, transfer or assignment shall have become effective, but shall be free of any obligation or liability incurred on account of the activities of the Partnership from and after the time of such withdrawal, sale, transfer or assignment shall have become effective. In addition, a General Partner who withdraws or retires in violation of this Agreement shall also be, and remain, liable to the Partnership and its Partners for damages resulting from the General Partner's breach of this Agreement; and, without limitation of remedies the Partnership may offset such damages against any amounts otherwise owed or distributable to the withdrawing General Partner.

C. The personal representatives, successors or assigns of any General Partner shall be, and remain, liable for all obligations and liabilities incurred by the General Partner prior to, or in connection with, his retirement or withdrawal.

D. A General Partner may withdraw from the Partnership pursuant to Section 5.1(A) only upon meeting the following further requirements:

(i) Any substitute General Partner(s) has (have) sufficient net worth and meet(s) all other published requirements of the Internal Revenue Service necessary to assure that the Partnership will continue to be classified as a partnership for federal income tax purposes;

(ii) The withdrawal of the General Partner is in conformity with the Act and none of the actions taken in connection with such withdrawal will cause the termination or dissolution of the Partnership or will cause it to be classified other than as a partnership for federal income tax purposes; and

(iii) A substitute General Partner is admitted in compliance with the requirements of Section 5.2.

E. In the event of the withdrawal of a General Partner who is not then the sole General Partner, the Partnership shall be continued by the remaining General Partner or Managing Partners, who shall make and file such amendments to this Agreement and to the Articles as are required by the Act to reflect the fact that the withdrawn General Partner has ceased to be a General Partner of the Partnership.

F. In the event of the withdrawal of a sole General Partner, the withdrawn General Partner, or its successors, representatives, heirs or assigns shall promptly give Notification of such withdrawal to all Partners. In such event, the Partnership shall be dissolved unless within 90 days after the withdrawal of the sole General Partner, the remaining Partner or Partners unanimously consent in writing to continue the Partnership and to the appointment, effective as of the date of withdrawal of the sole General Partner, of one or more Successor Managing Partners.

G. Upon the retirement or withdrawal of a General Partner: (i) such retiring or withdrawing General Partner shall immediately cease to be a General Partner of the Partnership and such retiring or withdrawing General Partner shall no longer participate in the management of the Partnership; and (ii) the General Partner's Interest shall be converted to that of a Partner which is not a General Partner, with the same right to participate in allocations of Profit or Loss and in distributions of the Partnership as prior to the conversion.

H. The General Partner may at any time designate additional persons to be Managing Partners, whose interest in the Partnership shall be such as agreed upon by the General Partner and such Additional General Partner, provided that the interest of the other Partners shall not be affected thereby. Such additional persons shall become successor or Additional Managing Partners only upon meeting the conditions provided in Section 5.2.

Section 5.2 Admission of a Successor or Additional General Partner. A person shall be admitted as a General Partner of the Partnership only if the following terms and conditions are satisfied:

A. The admission of such persons shall have been consented to by the General Partner and all of the Partners;

B. The successor and additional person shall have accepted and agreed to be bound by all the terms and provisions of this Agreement, by executing such documents or instruments that may be required or appropriate to effect the admission of such person as a General Partner and, where appropriate, such documents shall have been filed for recordation and all other actions required in connection with such admission shall have been performed;

C. If a successor or additional person is a corporation, it shall have provided the Partnership with satisfactory evidence of its authority to become a General Partner and to be bound by the terms and provisions of this Agreement; and

D. The admission of the successor or additional person is in conformity with the Act and none of the actions taken in connection with the admission of the successor person will cause the termination or dissolution of the Partnership, or will impair the limited liability of the Partners, or will cause the Partnership to be classified other than as a partnership for federal income tax purposes under the rules and regulations of the Internal Revenue Service promulgated at that time.

ARTICLE VI

TRANSFERABILITY OF PARTNER INTERESTS AND REPRESENTATIONS OF PARTNERS

Section 6.1 Withdrawal or Retirement. No Partner may withdraw or retire from the Partnership, or receive a return of his or its contributions, without the consent of the General Partner.

Section 6.2 Amended Agreement and Articles. Any transfer or change of any Partner's interest in the Partnership must be reflected in an appropriate amendment to this Agreement and when appropriate, to the Articles, and the General Partner shall be obligated to file any amendment to the Articles.

Section 6.3 Representations of Partners.

A. Each of the Partners severally represents and warrants to the Partnership and the General Partner as follows:

(i) Such Partner is acquiring his or its interest for his or its own account for investment and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same; and, except as contemplated by this Agreement such Partner has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof.

(ii) Such Partner has full power and authority to enter into and to perform this Agreement in accordance with its terms.

(iii) Such Partner has conducted its own inquiry concerning the Partnership, its business and its personnel as such Partner has deemed appropriate; the Partnership has made available to such Partner any and all written information which he or it has requested and have answered to such Partner's satisfaction all inquiries made by such Partner; and such Partner has adequate net worth and means of providing for his or its current needs and personal contingencies to sustain a complete loss of his or its investment in the Partnership; such Partner's overall commitment to investments which are not readily marketable is not disproportionate to his or its net worth and such Partner's investment in the Partnership will not cause such overall commitment to become excessive.

ARTICLE VII

ALLOCATIONS AND DISTRIBUTIONS TO PARTNERS

Section 7.1 Allocations of Profit and Loss.

A. After giving effect to the special allocations set forth in Section 7.4 hereof, Profit shall be allocated as follows:

(i) If one or more Partners have a negative Capital Account, to such Partners, in proportion to their negative Capital Accounts, until all such negative Capital Accounts have been increased to zero. This allocation shall offset against any allocation pursuant to Section 7.1(A)(ii) - (iv) hereof to the extent necessary to maintain Capital Account balances which conform to the desired distributions pursuant to Sections 7.2, 7.3 and 8.2 hereof.

(ii) Pro rata among the Partners on a cumulative basis based upon and up to the amount of Loss allocated to the Partners pursuant to Section 7.1(B)(iii) hereof.

(iii) Pro rata among the Partners on a cumulative basis based upon and up to the amount of Loss allocated pursuant to Section 7.1(B)(ii) hereof.

(iv) Any remaining Profit shall be allocated among the Partners in proportion to their Partnership Interests.

B. After giving effect to the special allocations set forth in Section 7.4 hereof, Loss shall be allocated as follows:

(i) Pro rata among the Partners on a cumulative basis based on and up to the amount of Profits allocated previously to the Partners pursuant to Section 7.1(A)(iv) hereof.

(ii) Pro rata among the Partners based upon and up to the amount of their Capital Contributions on a cumulative basis.

(iii) Any remaining Loss shall be allocated among the Partners in proportion to their Partnership Interests.

C. For the purposes of this Agreement, in the event of the transfer of all or any part of an Interest (in accordance with the provisions of this Agreement) at any time other than the end of a Partnership accounting year, the distributive share of the Profit or Loss from Partnership operations and Depreciation of the Partnership in respect of the Partnership interest so transferred shall be allocated between the transferor and the transferee in the same ratio as the number of days in such Partnership accounting year before and after such transfer, except that the provisions of this sentence shall not be applicable to a gain or loss arising from a Capital Transaction. Gain or loss from any such Capital Transaction shall be allocated on the basis of Partnership Interests on the date the gain is realized or the loss incurred, as the case may be.

D. The allocations set forth in this Article VII are solely for the benefit of the Partners hereof and are not for the benefit of, nor do they create any rights on behalf of, any creditors of the Partnership.

Section 7.2 Distributions of Net Cash Flow. The Net Cash Flow of the Partnership for each calendar quarter or fraction thereof shall be distributed to the Partners as soon as practicable after the end of such calendar year to the Partners, pro rata, based on their Partnership Interests in the Partnership. In calculating Net Cash Flow, the General Partner shall have the right to set aside reserves in such amounts as the General Partner may determine to be necessary for current or future needs of the Partnership.

Section 7.3 Distributions of Net Cash from Capital Transactions. The Net Cash from Capital Transactions (other than a Capital Transaction which causes a dissolution and liquidation of the Partnership, which shall be governed by Section 8.2), shall be distributed to the Partners as soon as practicable to the Partners, pro rata, based on their Partnership Interests in the Partnership. In calculating Net Cash from Capital Transactions, the General Partner shall have the right to set aside reserves in such amounts as the General Partner may determine to be necessary for current or future needs of the Partnership.

Section 7.4 Special Allocations of Items in the Nature of Income or Gain.

A. Except as provided in Section 7.4(C) hereof, if any Partner unexpectedly receives any adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Partnership income and gain shall be specially allocated to such Partner in an amount sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible. This Section 7.4(A) is intended to comply with the qualified income offset requirement in Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistent therewith.

B. Except as provided in Sections 7.4(C) and (D) hereof, in the event any Partner has a deficit Capital Account at the end of any Partnership fiscal year which is in excess of such Partner's Adjusted Capital Account Deficit, each such Partner shall be specially allocated

items of Partnership income and gain in the amount of such excess for such year (and, if necessary, subsequent years) as quickly as possible.

C. Notwithstanding any other provision of this Article VII, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g), that is allocable to the disposition of all or a portion of the Project subject to Nonrecourse Liabilities, determined in accordance with Regulations Section 1.704-2(f), or (ii) if such Partner would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(f)(6) of the Treasury Regulations. This Section 7.4(C) is intended to comply with the minimum gain chargeback requirement in such Section of the Treasury Regulations and shall be interpreted consistently therewith. To the extent permitted by such Section of the Treasury Regulations and for purposes of this Section 7.4(C) only, each Partner's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article VII with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

D. Notwithstanding any other provision of this Article VII except Section 7.4(C), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each Partner who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such Partner's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4), or (ii) if such Partner would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 7.4(D) is intended to comply with the minimum gain chargeback requirement in such Section of the Treasury Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 7.4(D), each Person's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article VII with respect to such fiscal year, other than allocations pursuant to Section 7.4(C) hereof.

E. Any Partner Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(f)(i).

F. Partnership Nonrecourse Deductions for any fiscal year or other period shall be allocated in the same manner as Losses are allocated pursuant to Section 7.1(B) hereof.

G. Notwithstanding anything to the contrary contained herein, in each taxable year of the Partnership, the General Partner shall be allocated at least 0.01% of each material item of Partnership income, gain, loss, deduction and credit.

H. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the General Partner and the other Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

I. Any special allocations pursuant to Sections 7.4(A) through 7.4(F) hereof shall be taken into account in computing subsequent allocations of Profits or Losses pursuant to this Article VII, so that the net amount of any items so allocated and the Profits, Losses and all other items allocated to each Partner pursuant to this Article VII shall, to the extent possible, be equal to the net amount that would have been allocated to each such Person pursuant to the provisions of this Article VII if such special allocations had not been required.

J. It is the intent of the Partners that Profit and Loss be allocated in a manner which will conform to the Treasury Regulations promulgated pursuant to Code Section 704(b) (the "704(b) Regulations") and that Partnership distributions be made in the priorities set forth herein. In the event that adherence to the allocation formulas set forth in Section 7.1 hereof does not result in compliance with the 704(b) Regulations, the General Partner, upon advice of counsel, may reallocate Profits and Losses in such a manner as to conform with the 704(b) Regulations while distributing Net Cash Flow pursuant to Section 7.2 hereof.

K. Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the General Partner and the other Partners in the same proportions as they share Profits and Losses, as the case may be, for the year.

ARTICLE VIII

DISSOLUTION, LIQUIDATION AND TERMINATION OF THE PARTNERSHIP

Section 8.1 Events Causing Dissolution. The Partnership shall dissolve upon the happening of any of the following events:

A. the sale of the entire Project or of substantially all of the assets of the Partnership (excepting (a) a disposition of the Project which qualifies, in whole or in part, under Section 1031 or Section 1033 of the Code or (b) a sale in which the Partnership receives purchase money financing in which case the Partnership shall dissolve upon receipt of final payment thereunder);

B. the death, Disability, Insolvency, retirement or withdrawal of a sole General Partner unless the Partnership is continued pursuant to Section 5.1(F);

C. the election to dissolve the Partnership made in writing by the Partners whose total Percentage Interests, as shown on the Schedule attached hereto, represent at least 80% of the Percentage Interests of all Partners; or

D. the happening of any other event causing dissolution of the Partnership under the Act.

Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution. Articles of Dissolution may be filed under the Act at any time after the dissolution but before the completion of winding up of the Partnership. In any event, the Partnership shall not terminate until the assets of the Partnership have been distributed as provided in Section 8.2.

Section 8.2 Liquidation and Distributions on Dissolution.

A. As soon as practical after the dissolution of the Partnership, the General Partner shall give Notification to all the Partners of such fact and shall prepare a plan as to whether and in what manner the assets of the Partnership shall be liquidated. With the consent of the Partners, the assets of the Partnership, subject to its liabilities, may be transferred to a successor entity, upon such terms and conditions as are then agreed upon.

B. If the Partners fail to agree to transfer the assets of the Partnership, subject to its liabilities, to a successor entity pursuant to Section 8.2(A) upon dissolution of the Partnership, the General Partner (or any Partner if there be no General Partner) shall take full account of the Partnership's liabilities and property and the Partnership shall be liquidated as promptly as is consistent with obtaining the fair market value thereof, and the net proceeds shall be applied and distributed in the following order:

(i) First, to the payment of debts and liabilities of the Partnership other than loans or other debts and liabilities of the Partnership to Partners;

(ii) Second, to the setting up of any reserves which the General Partner or the liquidator deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Partnership;

(iii) Third, to the repayment of any unrepaid loans theretofore made by the Partners to the Partnership and to the payment of any unpaid amounts owing to the General Partner or its Affiliates under this Agreement; and

(iv) Fourth, to the Partners, pro rata based on their Partnership Interests, as shown on the Schedule.

C. If any Partner has a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which such distribution occurs), such Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, except in accordance with Section 8.2(D) below.

D. At any time or from time to time after the date hereof, any Partner may, by written notice to the Partnership, obligate itself to restore up to a dollar amount specified in such notice (the "Restoration Amount") of any negative balance which would be standing in its Capital Account following the liquidation and winding-up of the Partnership or the liquidation of the Partner's Interest in the Partnership and the making of all Capital Account adjustments required in connection therewith, provided the Restoration Amount specified by a Partner shall be reasonable in light of the financial and business condition and equity value of such Partner. In the event a Partner so obligates itself to restore the Restoration Amount, the Partners agree (i) that for the purposes of this Agreement such Partner shall be deemed to be irrevocably obligated to restore the negative balance standing in its Capital Account in an amount up to the Restoration Amount, and (ii) upon the liquidation and winding-up of the Partnership or the liquidation of such Partner's Interest in the Partnership, as the case may be, if, after taking into account all distributions of liquidation proceeds and other Capital Account adjustments for the taxable year of the Partnership during which the liquidation and winding-up of the Partnership or liquidation of such Partner's Interest in the Partnership occurs, as the case may be, such Partner has a negative balance in its Capital Account, that Partner shall be unconditionally obligated to restore to the Partnership an amount equal to the lesser of the Restoration Amount or the negative balance standing in his or its Capital Account, on or prior to the end of the taxable year of the Partnership during which the liquidation of the Partnership or such Partner's Interest in the Partnership occurs (or, if later, within ninety (90) days after the date of such liquidation). Any such contributed amounts shall be applied and distributed in the manner described in Section 8.2(B) hereof.

ARTICLE IX

BOOKS AND RECORDS; ACCOUNTING, TAX ELECTIONS, ETC.

Section 9.1 Books and Records. The books and records of the Partnership shall be maintained by the General Partner and shall be available for examination at reasonable times at the principal office of the Partnership by any Partner, or his duly authorized representatives, during regular business hours, and may be copied by said Partners at their own expense. The Partnership shall keep at its principal office, without limitation, the following records: a current list of the full name and last known address of each Partner; a copy of this Agreement; copies of the Partnership's

federal, state and local income tax returns and reports, if any, for the three most recent years; copies of any financial statements of the Partnership for the three most recent years; and the Partnership books. The Partnership may provide such financial or other statements to the Partners as the General Partner in its discretion deems advisable.

Section 9.2 Bank Accounts. The bank accounts of the Partnership shall be maintained in such banking institutions as the General Partner shall determine, and withdrawals shall be made on such signature(s) as the General Partner may determine.

Section 9.3 Tax Returns; Elections. As soon as practicable after the end of each calendar year, the General Partner shall mail to each Partner sufficient information (including a Form K-1) with respect to the Partnership necessary for the preparation of such Partner's federal income tax return. Upon written request of any Partner, the General Partner shall provide said Partner with a true and complete copy of the Partnership's annual federal income tax return with respect to any taxable year of the Partnership so requested.

Section 9.4 Fiscal Year; Method of Accounting. The Partnership shall keep its books and records in accordance with the accounting methods followed for federal income tax purposes and/or otherwise generally in accordance with generally accepted accounting principles and procedures consistently applied, which shall reflect all Partnership transactions and shall be appropriate and adequate for the Partnership's business. The determination of the fiscal year and the method of accounting to be used in keeping the books of the Partnership shall be made by the General Partner.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Binding Provisions. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Section 10.2 Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reasons any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect any other provisions of this Agreement.

Section 10.3 Paragraph Titles. Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Section 10.4 Discretion. Unless otherwise provided herein, any provision of this Agreement giving the General Partner the authority or power to make any decision on its own behalf or on the behalf of the Partnership shall be deemed to provide that the General Partner may make such decision(s) in its sole and absolute discretion.

Section 10.5 Amendments. This Agreement may be amended in any respect only with the consent of all Partners.

Section 10.6 Word Meanings. In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

Section 10.7 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws, and the rights, duties and obligations of the Partners shall be as stated in the Act except as provided herein.

Section 10.8 Counterparts; Additional Partners. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the parties reflected hereon as signatories. Each Substitute, Additional or Successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner as the General Partner shall determine. By so signing, such Partner shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until it shall have been signed by the General Partner.

Section 10.9 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

Section 10.10 Waiver of Partition. The Partners hereby waive any right of partition or any right to take any other action which otherwise might be available to them for the purpose of severing their relationship with the Partnership or their interest in the assets held by the Partnership from the interest of the other Partners.

Section 10.11 Third Party Rights. Any obligation of a Partner set forth herein to the Partnership or to any other Partner shall be an obligation only to the Partnership or such Partner, and shall not inure to the benefit of any third party.

Section 10.12 VHDA Provisions. Notwithstanding any other provision in this Agreement, this limited partnership and the partners shall be subject to regulation and supervision by the Virginia Housing Development Authority (the "Authority") in accordance with the Virginia Housing Development Authority Act, the Rules and Regulations of the Authority, and the Regulatory Agreement executed or to be executed between this Partnership and the Authority and shall be further subject to the exercise by the Authority of the rights and powers conferred on the Authority thereby. Notwithstanding any other provision of this Agreement, the Authority may rely upon the continuing effect of this provision which shall not

be amended, altered, waived, supplemented or otherwise changed without the prior written consent of the Authority.

END OF ARTICLE X

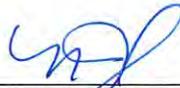
IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Limited Partnership of Braddock Nine Limited Partnership as of the date first above written.

PARTNERS:

GENERAL PARTNER:

BRADDOCK NINE DEVELOPMENT LLC, a Virginia limited liability company

By:



Nina Janopaul
President

LIMITED PARTNER:

ARLINGTON PARTNERSHIP FOR AFFORDABLE HOUSING, INC., a Virginia non-stock corporation

By:



Nina Janopaul
President

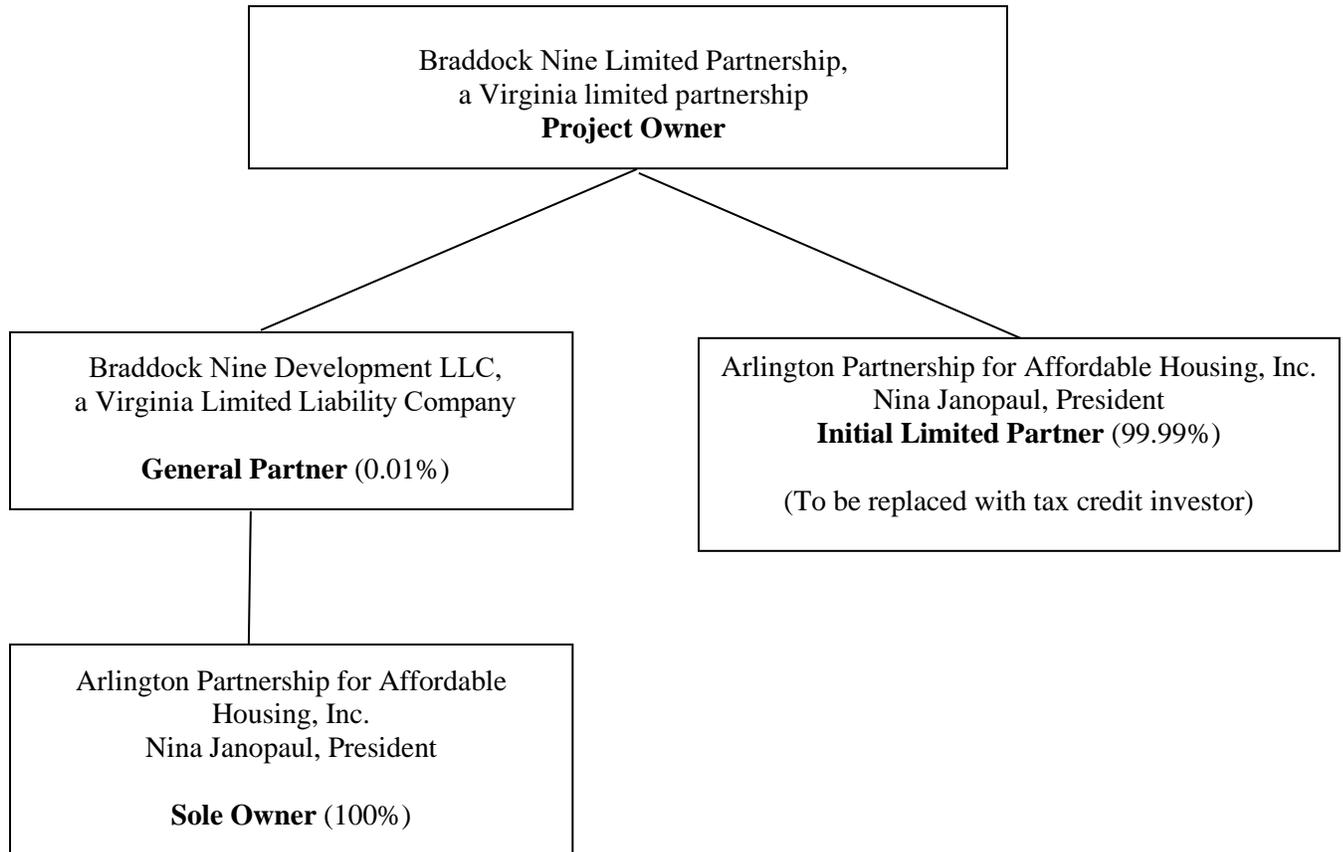
BRADDOCK NINE LIMITED PARTNERSHIP

**SCHEDULE I
TO
AGREEMENT OF LIMITED PARTNERSHIP**

<u>Partner's Name And Address</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
<u>General Partner</u> Braddock Nine Development LLC c/o Arlington Partnership for Affordable Housing, Inc. 4318 N. Carlin Springs Road Arlington, Virginia 22203 njanopaul@apah.org	\$10.00	0.01%
<u>Limited Partner</u> Arlington Partnership for Affordable Housing, Inc. 4318 N. Carlin Springs Road Arlington, Virginia 22203 njanopaul@apah.org	\$10.00	99.99%

Name of Development Project: Braddock Nine
Owner: Braddock Nine Limited Partnership

OWNERSHIP STRUCTURE – ORGANIZATIONAL CHART



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made as of the 4 day of March 2021, by and between BRADDOCK NINE LIMITED PARTNERSHIP, a Virginia limited partnership (the "**Partnership**"), and ARLINGTON PARTNERSHIP FOR AFFORDABLE HOUSING, INC., a Virginia nonprofit corporation (the "**Developer**").

RECITALS

WHEREAS, the Partnership intends to develop, construct and lease low-income housing tax credit units and common areas located on certain land within in a building (the "**Building**") in Fairfax County, Virginia (the "**Project**");

WHEREAS, the Developer is to be paid a fee (the "**Development Fee**") for services rendered in connection with the development and construction of the Project. The Partnership intends that the Project will qualify for the low-income housing credit pursuant to Section 42 of the Internal Revenue Code of 1986, as amended (the "**Credit**").

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

(1) The Developer shall perform or shall have performed prior to the date hereof the following services for the Partnership:

(a) Obtain construction financing on behalf of the Partnership in an amount sufficient to fund the construction of the Project.

(b) Prepare or cause to be prepared such environmental and neighborhood impact studies or reports, engineering surveys, and plans and specifications as may be required in connection with the construction of the Project.

(c) Prepare and submit to the Partnership for approval a construction budget and make recommendations to the Partnership regarding any necessary modifications thereto.

(d) Make available to the Partnership upon request copies of all contracts, option agreements, construction financing commitments, budgets, plans and specifications or other items prepared or obtained.

(e) Obtain a construction contract (the "**Construction Contract**") from a reputable general contractor (the "**General Contractor**"), which may be an affiliate of Developer, which Construction Contract shall require the General Contractor to post a payment and performance bond in the full amount of the Construction Contract or letter of credit in an amount acceptable to the Partnership.

(f) Perform or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including but not limited to the

following:

(i) administration and supervision of the activities of the General Contractor and all other contractors, subcontractors and others employed in connection with the construction of the Project;

(ii) preparation of construction schedules and supervision of the scheduling of construction in conformity with such construction schedules;

(iii) periodic inspection of construction in progress, including but not limited to inspection at completion, for defects in construction and to assure compliance with the plans and specifications, and supervision of correction of any and all deficiencies noted pursuant to such inspections;

(iv) processing and payment of applications for progress payments made by the General Contractor, including verification of such applications against the progress of construction as indicated by the aforementioned periodic inspections; and

(v) analysis of requests for any and all change orders to or variations from the plans and specifications approved by the Partnership (the "*Plans and Specifications*") and approved project budget and submission of such requests to the Partnership for approval.

(g) Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders, and similar documents as are necessary to complete timely the construction of the Project in accordance with the Plans and Specifications.

(h) Cause the Project to be completed as required by funding sources and the Partnership in a manner consistent with good workmanship, in compliance with the following:

(i) the Plans and Specifications;

(ii) all obligations of the Partnership under any financing documents executed by the Partnership; and

(iii) all municipal, state, and other governmental laws, ordinances, and regulations governing the construction of the Project and the use thereof for its intended purposes and all other requirements of law applicable to construction of the Project.

(i) Maintain, or cause to be maintained, builders risk, contractor's liability, and workers' compensation insurance required by law and the Partnership, the limits of such coverage to be reasonable under the circumstances, but no less than that required by construction lenders or applicable statutes.

(j) Keep or cause to be kept separate project accounts and cost records and prepare and furnish upon request financial and progress reports and statements with respect to construction of the Project.

(k) Make available to the Partnership upon request copies of all contracts and subcontracts.

(l) Deliver to the Partnership copies of all inspection reports and applications for payment given any lender providing a loan to the Partnership.

(2) The Partnership agrees to compensate the Developer for its services by payment of a fee (the "**Development Fee**") in the amount of One Million and Three Hundred Four Thousand Seven Hundred and Seventy-Three Dollars (\$ 1,304,773.00). The amount of the Development Fee may be increased immediately prior to construction loan closing to take into account: (i) additional savings in the budget which the Developer is able to achieve; and (ii) any additional sources of financing for the Project obtained by the Developer (the precise amount of such additional Development Fee to be agreed upon by Developer and Partnership based on an analysis of the budget immediately prior to construction loan closing). In addition, the Developer will be reimbursed for any advances related to development of the Project made by the Developer to the Partnership.

(3) The Development Fee shall be earned and all of the services to be provided by the Developer hereunder shall be completed during the period ending with construction completion of the Project and shall be paid at such times as the General Partner shall determine; *provided, however*, that (i) for services rendered by the Developer prior to the execution of this Development Agreement, the Developer shall earn Three Hundred Twenty-Six Thousand One Hundred Ninety-Three Dollars (\$ 326,193.00) of the fee on the execution date hereof, and (ii) the remainder of the Development Fee shall be earned during the period ending with the Project's construction. The Development Fee shall be paid no later than December 31, 2036.

(4) This Development Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns, and may not be changed orally.

(5) The Developer shall consent to any amendment to this Development Agreement required by a syndication investor in the Partnership; *provided, however*, the Developer may withhold its consent to any changes in services to be provided or fees to be paid hereunder.

(6) This Development Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Development Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the parties reflected hereon as signatories.

(Signatures on following page)

IN WITNESS WHEREOF and intending to be bound legally hereby, the undersigned have executed this Development Agreement as of the day and year first above-written.

PARTNERSHIP:

BRADDOCK NINE LIMITED PARTNERSHIP,
a Virginia limited partnership

By: Braddock Nine Development LLC,
a Virginia limited liability company
its general partner

By: 

Nina Janopaul, President

DEVELOPER:

ARLINGTON PARTNERSHIP FOR
AFFORDABLE HOUSING, INC., a Virginia
nonprofit corporation

By: 

Nina Janopaul, President

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, December 2, 2020

This is to certify that the certificate of limited partnership of

Braddock Nine Limited Partnership

was this day admitted to record in this office and that the said limited partnership is authorized to transact its business subject to all Virginia laws applicable to the limited partnership and its business.

Effective date: December 2, 2020



STATE CORPORATION COMMISSION

Attest:

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

Interim Clerk of the Commission

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, December 2, 2020

This is to certify that the certificate of organization of

Braddock Nine Development 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 2, 2020



STATE CORPORATION COMMISSION

Attest:

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

Interim Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



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

Nina Janopaul, President

Printed Name

3/11/2021

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

Braddock Nine

Exhibit: Previous Participation Certification Explanation

In 2017, the Arlington Partnership for Affordable Housing, Inc. (APAH) received IRS Form 8823 related to the Columbia Grove apartments. In 2016, APAH began demolition of a surface parking lot at the Columbia Grove site as part of construction of the Columbia Hills East and Columbia Hills West developments, triggering a non-compliance event that was pre-approved by VHDA, and will remain uncorrected for the life of the compliance period.

APAH has also received other IRS Form 8823s over the prior ten years as a result of minor non-compliance at other projects, all of which have been corrected.

Nina Janopaul

President/CEO



Nina Janopaul has been President/CEO of the Arlington Partnership for Affordable Housing (APAH) - a non-profit, regional, award-winning, affordable housing developer - since 2007.

Recent APAH Awards include the TOP 50 Developers by Affordable Housing News (2019), ULI Washington Trends Award (2019), the Charles L. Edson Tax Credit Excellence Award, HAND Developer of the Year, Virginia Housing Award, and Viridant Sustainable Leadership Award.

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Nina received a Bachelor of Arts Magna Cum Laude from Harvard University. She lives in Arlington with her husband, Bartlett Naylor.



Education

B.A. Magna Cum Laude, Harvard University

Affiliations and Awards

National Advisory Board for the ULI Terwilliger Center for Housing

Northern Virginia Advisory Committee, Virginia Housing (VHDA)

*Past President and Current Board Member, HAND
Member of Leadership Council and President of the
Board of Directors, Northern Virginia Affordable
Housing Alliance*

Trustee, Virginia Diocesan Homes

*Recipient, Virginia Housing Coalition's 2013 Innovations in
Leadership Award*



**Arlington Partnership
For Affordable Housing**

Carmen Romero

Executive Vice President



Current Responsibilities

Carmen Romero is the Executive Vice President at APAH.

Under Ms. Romero's leadership, APAH's Real Estate Development team has delivered several innovative, award-winning affordable housing properties, including Gilliam Place, Columbia Hills, and The Springs.

In addition, she oversees APAH's projects under active construction. This includes Queens Court, a 249-unit, 12-story affordable housing community in urban Rosslyn in Arlington, VA, and Lucille & Bruce Terwilliger Place, a 160-unit affordable property born out of an innovative partnership with the American Legion Post 139.

Carmen also leads APAH's efforts to purchase existing multi-family properties, entitlements, and transaction structuring. This includes a joint venture with E&G Group to develop 98 units of affordable senior housing in Loudoun County and the acquisition and renovation of Snowden's Ridge, an 87-unit affordable community in Silver Spring, MD.

Prior Experience

Prior to joining APAH in 2011, Ms. Romero was a Director of Real Estate Development and public-private partnerships at Clark Construction. She began her career at Marriott International.



Education

*MBA in Finance, Wharton School of Business
Bachelors, Georgetown University*

Affiliations

Governor Northam's Virginia Latino Advisory Board

ULI's Affordable/Workforce Housing Council

Board member, Columbia Pike Revitalization Organization

Member, VHDA Multi-Family Advisory Council

*Fairfax County Preservation Task Force, Co-Committee
Chair - Development Strategies and Financing Tools*

*Former Board Member, Arlington County Industrial
Development Authority*



**Arlington Partnership
For Affordable Housing**

D

List of LIHTC Developments

(Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Braddock Nine
 Name of Applicant: Braddock Nine Limited Partnership

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.

Arlington Partnership for Affordable Housing Controlling GP (CGP) or 'Named' Managing Member of Proposed Y
 Principal's Name: property?* Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member of 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 Courthouse Crossings, 1220, 1230 & 1233 N. Scott St.; 1240 & 1250 N. Rolfe St. Arlington, VA 22209	Courthouse Crossings Limited Partnership, (703) 276-7444	Y	112	112	6/1/2006	4/14/2008	N
2 Fisher House, 1201 & 1211 N. Kennebec St.; 5701 N. 11th Rd., and 1111 N. Kenilworth St. Arlington, VA 22205	Fisher House Limited Partnership, (703) 276-7444	Y	33	33	9/14/2007	6/19/2008	N
3 Parc Rosslyn, 1531 N. Pierce St. Arlington, VA 22209	Rosslyn Ridge Associates Limited Partnership, (703) 276-7444	N	238	96	9/30/2008	5/20/2009	N
4 Columbia Grove Apartments, 1001, 1003, 1011, 1012, 1014, 1015, 1017, 1018, 1020, 1024, 1026, 1030, 1034, and 1038 S. Frederick St. Arlington, VA 22204	Columbia Grove Apartments Limited Partnership, (703) 276-7444	Y	208	130	1/10/2009	7/13/2012	Y
5 Buchanan Gardens, 914 South Buchanan St. Arlington, VA 22204	Buchanan Gardens Limited Partnership, (703) 276-7444	Y	111	111	10/31/2011	8/8/2013	N
6 Arlington Mill Residences, 901 South Dinwiddie St., Arlington, VA 22204	Arlington Mill Limited Partnership, (703) 276-7444	Y	122	121	1/31/2014	10/15/2014	N
7 Arna Valley View, 2300 South 25th St., Arlington, VA 22206	AVV Apartments, LLC, (703) 276-7444	N	101	101	4/30/2001	2/7/2002	N
8 The Springs Apartments, 555 North Thomas St., Arlington, VA 22203	The Springs Apartments Limited Partnership, (703) 276-7444	Y	104	98	9/29/2016	5/3/2017	N
9 Columbia Hills East Apartments, 1000 S. Frederick St. Arlington, VA 22204	Columbia Hills East Limited Partnership, (703) 276-7444	Y	97	97	9/28/2018	3/24/2020	N
10 Columbia Hills West Apartments, 1002 S. Frederick St. Arlington, VA 22204	Columbia Hills West Limited Partnership, (703) 276-7444	Y	132	132	9/28/2018	3/24/2020	N
11 Gilliam Place East, 918 S. Lincoln Street Arlington, VA 22204	Gilliam Place East Limited Partnership, (703) 276-7444	Y	83	83	8/5/2019	9/10/2020	N
12 Gilliam Place West, 3507 Columbia Pike Arlington, VA 22204	Gilliam Place West Limited Partnership, (703) 276-7444	Y	90	90	8/2/2019	9/10/2020	N
13 Fisher House II: 5705, 5711, 5717 Washington Blvd.; 1111 and 1209 N. Kensington St., 5700 and 5708 11th St. N., and 5716 11th Rd N. all in Arlington VA 22205	APAH Westover Apartments Limited Partnership, (703) 276-7444	Y	68	68	5700 11th St. N - 9/28/2018 5708 11th St. N - 10/19/2018 1209 N Kensington - 12/27/2018 1111 N. Kensington - 3/1/2019 5716 11th Rd. N. - 3/14/2019 5717 Washington Blvd - 3/29/2019 5711 Washington Blvd - 4/17/2019 5705 Washington Blvd - 5/8/2019	7/20/2020	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: 1,499 1,272

LIHTC as % of
 Total Units
 85%

List of LIHTC Developments (Schedule A)



Development Name: Braddock Nine
 Name of Applicant: Braddock Nine Limited Partnership

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.

Braddock Nine Limited Partnership Controlling GP (CGP) or 'Named' Managing Member of N
 Principal's Name: Proposed property? 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"
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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: 0 0 #DIV/0! LIHTC as % of Total Units

List of LIHTC Developments (Schedule A)



Development Name: Braddock Nine
 Name of Applicant: Braddock Nine Limited Partnership

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.

Braddock Nine Development LLC Controlling GP (CGP) or 'Named' Managing Member of Y
 Principal's Name: Proposed property? 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"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

List of LIHTC Developments (Schedule A)



Development Name: Braddock Nine
 Name of Applicant: Braddock Nine Limited Partnership

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: Nina Janopaul Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
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"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

List of LIHTC Developments (Schedule A)



Development Name: Braddock Nine
 Name of Applicant: Braddock Nine Limited Partnership

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.
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Principal's Name: Carmen Romero Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
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"
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1st PAGE TOTAL: 0 0

#DIV/0! LIHTC as % of Total Units

Braddock Nine

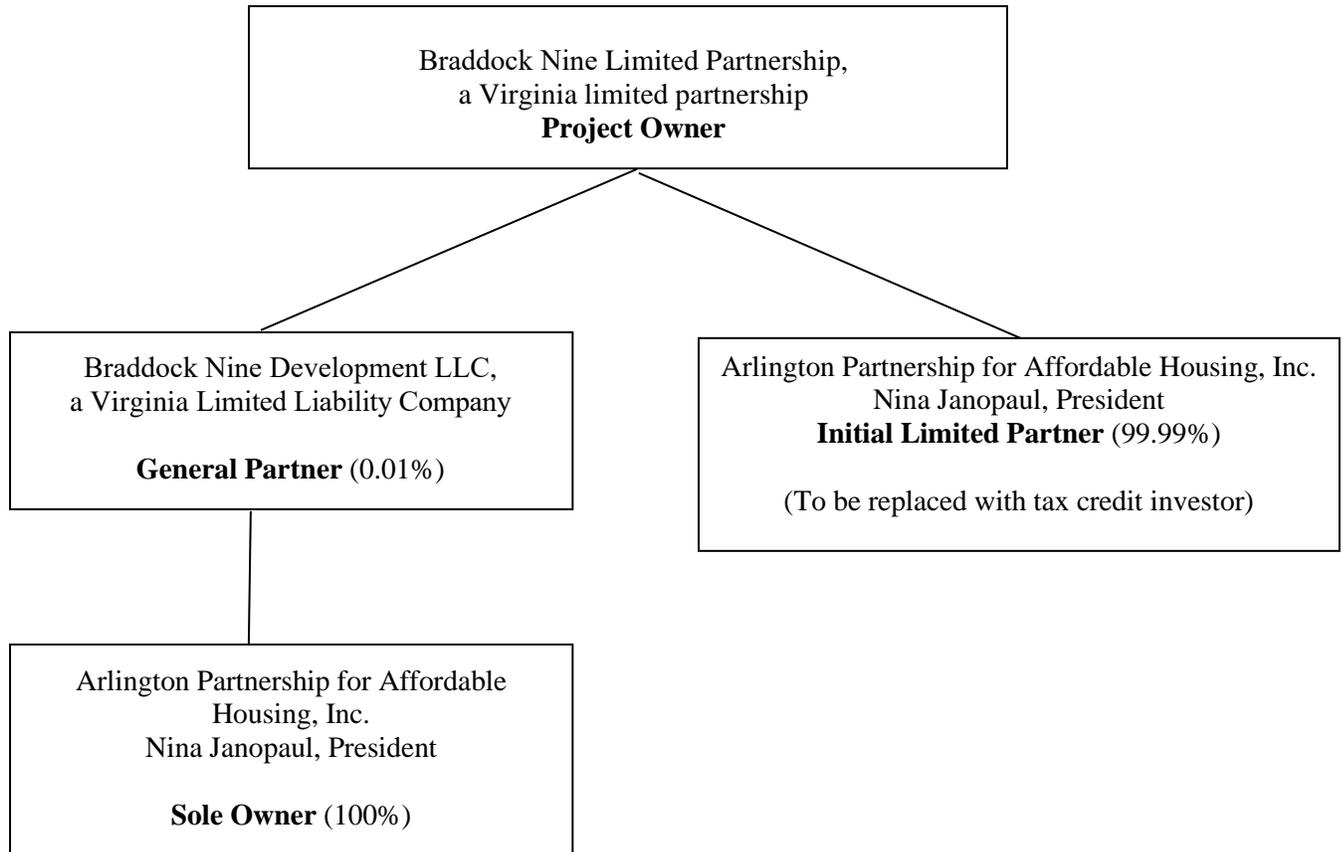
**Exhibit: List of LIHTC Developments (Schedule A)
Explanation**

In 2017, the Arlington Partnership for Affordable Housing, Inc. (APAH) received IRS Form 8823 related to the Columbia Grove apartments. In 2016, APAH began demolition of a surface parking lot at the Columbia Grove site as part of construction of the Columbia Hills East and Columbia Hills West developments, triggering a non-compliance event that was pre-approved by VHDA, and will remain uncorrected for the life of the compliance period.

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Name of Development Project: Braddock Nine
Owner: Braddock Nine Limited Partnership

OWNERSHIP STRUCTURE – ORGANIZATIONAL CHART



Nina Janopaul

President/CEO



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Trustee, Virginia Diocesan Homes

*Recipient, Virginia Housing Coalition's 2013 Innovations in
Leadership Award*



**Arlington Partnership
For Affordable Housing**

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Executive Vice President



Current Responsibilities

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ULI's Affordable/Workforce Housing Council
Board member, Columbia Pike Revitalization Organization
Member, VHDA Multi-Family Advisory Council
Former Board Member, Arlington County Industrial
Development Authority*



**Arlington Partnership
For Affordable Housing**

E

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

Braddock Nine Site Control Documentation Index

- 1) Donation Agreement (Executed)**
- 2) Agreement to Assign Acquisition Rights (Braddock Nine) (Executed)**
- 3) 2020 Tax Records**

DONATION AGREEMENT

THIS DONATION AGREEMENT (“Agreement”) is made and executed this 2nd day of NOVEMBER, 2020 (the “Effective Date”), by and between **WOODLEIGH CHASE, LLC**, a Maryland limited liability company (hereinafter referred to as “Donor”), and **APAH BRADDOCK ROAD LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as “Donee”). The Donor and Donee are sometimes collectively referred to as the “Parties” and sometimes individually referred to as the “Party.”

EXPLANATORY STATEMENT

Donor is the owner of certain real property located in the Fairfax County, Virginia, formerly known as the Northern Virginia Training Center, located at 9901 Braddock Road (the “Property”). Donor wishes to donate, give, transfer and convey a portion of the Property unto Donee for the development and operation of no less than eighty (80) affordable housing units to be occupied with households having at least one member who is 62 years old or older (the “Affordable Housing Project” or “Project”). The parties have reached an agreement and understanding regarding the gift of a portion of the Property, as hereinafter described, by Donor unto Donee, and the respective obligations of the parties following the consummation of the transaction described herein, and now wish to commit such agreements to writing.

AGREEMENT

NOW, THEREFORE, that for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration for the gift/donation being made by Donor hereunder, the parties hereto do mutually covenant and agree as follows:

1. GIFT/DONATION.

A. Premises. Donor hereby agrees to transfer, give and donate unto Donee and Donee agrees to accept such gift/donation from Donor, for no consideration, in fee simple, that certain real property located on the south side of Braddock Road, Fairfax County, Virginia, as more particularly described on **Exhibit A** attached hereto and made a part hereof, and as shown on **Exhibit A-1** attached hereto and made a part hereof, consisting of approximately 4.3 acres (the “Premises”). The Premises shall be conveyed and gifted by Donor hereunder together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all improvements thereon, and all title and interest, if any, of Donor in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining such parcels of land, which for purposes hereof shall be included in the defined term “Premises.”

B. Warranty. As a material and integral term of this Agreement, it is understood and agreed that the Premises shall be conveyed in an “AS IS, WHERE IS” condition, “WITH ALL FAULTS” and without representation or warranty (except as to title as provided by paragraph 3 below and except as expressly set forth in paragraph 1.I below) as of the Effective

Date and the date of Settlement. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which alone fully and completely express their agreement, and that neither party is relying upon any statement or representation by the other, unless such statement or representation is specifically embodied in this Agreement. Donee expressly agrees and acknowledges that, except as to title and except as otherwise expressly set forth herein, no warranty or representation is made by Donor as to the fitness for any particular purpose, condition, value, compliance with drawings or specifications, flooding or compliance with laws and regulations, or as to any other fact or condition which has or might affect the Premises or the condition and/or value.

C. Pre-Development Work. The parties hereby acknowledge and agree that in order to commence development of the Affordable Housing Project, certain pre-development work must be completed.

(i) By Donee. As the future owner and developer of the Premises, Donee hereby agrees to complete the following pre-development work under the schedule set forth below for the Affordable Housing Project (the “**Donee Pre-Development Obligations**”):

(a) Site Plan Approval.

- (1) No later than sixty (60) days after the Effective Date, Donee shall provide to Donor a detailed estimate of all hard and soft costs to develop, build and operate the Project with a financing plan identifying the sources (including, but not limited to, public, private, debt, equity, grant, or other), and the uses of all funds. The estimate is to include all underlying assumptions made.
- (2) No later than sixty (60) days after the Effective Date, Donee shall prepare and submit to Donor for its review and approval a 50% Site Plan design set.
- (3) No later than 10 (ten) months after the Effective Date, Donee shall prepare and submit to Donor for its review and approval, the Site Plan application for the Affordable Housing Project. The term “**Site Plan**” as used herein means a package of materials prepared in accordance with the provisions of Article 17 of the Fairfax County Zoning Ordinance, which application contains, without limitation, detailed engineering drawings of the proposed use and improvements required in the development of the Affordable Housing Project, and which application is ready to be submitted to Fairfax County, Virginia (the “**County**”). Donor shall provide its approval or disapproval within ten (10) days after receipt from Donee.

- (4) No later than 10 days following the Donor's approval of the Site Plan, Donee shall submit to the County for its review and approval, the Site Plan.
- (5) Donee shall make good faith and diligent efforts to obtain final approval of the Site Plan from all appropriate authorities of the County no later than seventeen (17) months after the Effective Date.

(b) Approval of Plans.

- (1) No later than thirty (30) days after the Effective Date, Donee shall cause its architect (the "**Architect**") to commence the preparation of and diligently pursue the completion of the plans (the "**Plans**") for the construction of the improvements (the "**Improvements**") on the Premises for the operation of the Project. The Improvements shall be designed so that the exterior elevation shall be architecturally and aesthetically compatible with the continuing care retirement community (the "**CCRC**") to be constructed and operated on a portion of the Property by Donor and the design and construction of the Improvements shall be of high quality. No improvements shall be constructed, erected or expanded or altered on the Premises until the Plans for the same (including site layout, landscaping, exterior building materials and colors, and parking) have been approved in writing by Donor. No building constructed shall exceed fifty feet (50') in height above finished grade. Incidental architectural embellishments and peaks shall not be considered in connection with determining compliance with said height restriction. The Plans shall be prepared to conform to the VHDA design and construction standards and the site conditions and to all applicable laws, statutes, ordinances, and codes (including without limitation building, health and fire codes) of all applicable governmental authorities, as to the design and construction of the improvements, including those proffers dated July 2, 2019 accepted in conjunction with the approval of RZ 2018-BR-026 (the "**Proffers**"). Donee shall not be required to perform or pay the cost of any site development work relating to the Premises and/or required by the Proffers, including, without limitation, installation of utility connections to the property line and installation of stormwater management facilities.
- (2) Donee shall submit the Plans for Donor's review and approval under the following schedule, and Donor's approval or disapproval of each item below shall be provided within ten (10) days after Donor's receipt of such materials:

- A. 50% Design Development (design drawing) level plans no later than sixty (60) days after the Effective Date.
- B. Design Development (design drawing) level plans by no later than eleven (11) month after the Effective Date.
- C. Building Permit (construction documents) level plans by no later than 90 days after Site Plan approval by Fairfax County; provided, however if APAH fails to receive an allocation of 9% Credits (defined below) in the 2021 round, then the parties shall negotiate in good faith an extension of the deadline for building permit (construction documents) level plans that is commercially reasonable taking into account the revised schedule for the Project's tax credit allocation and Settlement.

Donor's approval of the Plans shall be subject to the terms and conditions of Section 1.G. below.

(c) Submission for Permits.

- (1) Within ten (10) days after approval of the Building Permit level plans by Donor, Donee shall promptly file for, and thereafter diligently pursue, in good faith, all permits, approvals, licenses, and permissions required from all applicable governmental authorities to enable the construction of the Improvements to commence (collectively, the "**Permits**") within one hundred fifty (150) days after filing for the Permits. Donee shall pay for all governmental fees for the Permits.
- (2) Donee shall obtain all Permits to construct the Improvements no later than the date of Settlement.

(d) Financing.

- (1) Donee shall submit the application to the Virginia Housing Development Authority ("**VHDA**") for LIHTC 9% Tax Credits (the "**9% Credits**") to be used in the financing of the Affordable Housing Project no later than VHDA's application deadline for the 2021 cycle, which deadline is anticipated to occur in March of 2021. Should Donee fail to receive an allocation of 9% Credits in the 2021 round, then in the sole discretion of Donor, Donor may direct Donee to submit an application to VHDA for LIHTC 4% Tax Credits (the "**4% Credits**") to be used in the financing of the Project within 60 days of being so directed. Alternately, should

Donee fail to receive an allocation of the 9% Credits in the 2021 Cycle and Donor does not direct Donee to apply for the 4% Credits at that time then Donee shall apply for 9% Credits in the 2022 round. Should Donee fail to receive an allocation of the 9% Credits in the 2022 round, then in the sole discretion of Donor, Donor may direct Donee to submit an application to VHDA for LIHTC 4% Tax Credits to be used in the financing of the Project within 60 days of being so directed.

- (2) Donor shall cooperate with Donee as reasonably requested by Donee in connection with any application for sources of financing.
- (3) Donee shall keep Donor apprised of the status of funding for construction of Project, including monthly status emails, and upon Donor's request, monthly status calls with Donee's lenders and/or tax credit investors.

- (e) Donee shall submit for Donor's review and approval the identity of the general contractors from whom Donee desires solicit bids for the completion of the Improvements as well as the final form of construction contract for the construction of the Improvements; provided, however, that Donor approves of Bozzuto Construction Company, CBG Building Company, Morgan-Keller Construction or Harkins Builders, Inc. as the Project's general contractor, and Donor approves of the VHDA-required form of construction contract that will be used for the Project.

(ii) By Donor. As owner of the Premises, Donor hereby agrees to complete the following pre-development work prior to Settlement (the "**Donor Pre-Development Obligations**"):

- (a) Demolish all existing buildings and improvements located on the Premises.
- (b) Clear any and all debris and vegetation from the Premises.
- (c) Grade the land comprising the Premises to allow for commencement of construction pursuant to a grading plan approved by the County, such plan to be mutually agreed to by Donor and Donee, and may include storm water management facilities that may serve the Premises and the balance of the Property; and
- (d) Install and stub water, sanitary sewer, gas and electric, including all conduits, to the boundary lines of the Premises, including obtaining any easements through the remainder of the Property necessary for the installation, operation, maintenance, repair and replacement of the same.

(e) Completion of all site development conditions required under Section 14 of the Proffers, including, without limitation, the work described on Exhibit D attached hereto relating to construction of a retaining wall, water service work, and sanitary service work.

(f) Compliance with all applicable federal, state and local laws associated with the Donor Pre-Development Obligations, including without limitation the lawful handling of hazardous waste

Donor shall not be responsible for and shall have no obligation to complete any other work on, under, upon, or for the benefit of the Premises except the Donor Pre-Development Obligations enumerated above.

D. Commencement of Construction. Donee shall issue a notice to proceed to its general contractor for the Project within five (5) days after Settlement, unless Donor and Donee mutually agree on a later date.

E. Cooperation. Donor and Donee acknowledge and agree that Donor will develop the balance of the Property as a CCRC and other facilities required by the Proffers (collectively, the “**Donor Improvements**”). The parties agree to use good faith and reasonable efforts to grant certain temporary and permanent easements, licenses or other property rights to each other as needed to complete the development of the Project and the Donor Improvements so long as such temporary and permanent easements, licenses or other property rights do not unreasonably interfere with construction, operation and maintenance of the Project or the Donor Improvements. Notwithstanding anything contained in the Agreement, this paragraph shall survive Settlement.

F. Operations. Donee agrees that upon completion of the Affordable Housing Project and issuance of an occupancy permit, the Donee will operate the Project in accordance with the terms and conditions of the Proffers and the Declaration (as defined in Section 3.A. herein). Donee acknowledges that the Proffers include the provision of a van or shuttle service between the Affordable Housing Project and the Community Recreation Facility, as described in the Proffers. A copy of the Proffers is attached hereto as Exhibit C.

G. Donor Approvals; Donee Pre-Development Approvals. Except as expressly set forth herein, in each case where Donor’s approval is required herein, Donor’s approval shall not be unreasonably withheld, conditioned or delayed. Donor shall provide its approval or disapproval as soon as reasonably practicable, but in no event more than thirty (30) days after receipt of the materials to be reviewed (unless the Agreement expressly provides for a shorter time period) (the “**Approval Period**”). Donor’s failure to respond within the Approval Period shall be deemed to be an acceptance of the materials to be reviewed. Should Donor respond within the Approval Period with comments to the materials to be reviewed, then Donor and Donee shall use good faith efforts to mutually agree upon acceptable updates to the materials to be reviewed as soon as reasonably practicable. At Donee’s election, any subsequent deadlines set forth in this Agreement that fall during or after the Approval Period for a particular set of materials may be extended on a day for

day basis for each day between the end of the Approval Period and the date that the Parties agree upon an approved version of such materials. Once the Parties have agreed upon a particular set of materials, APAH shall have the right to make non-material changes to such materials without Donor's approval, so long as such changes do not materially impact any of Donor's properties or the developments thereon. In the event Donee desires to make any material changes to the materials after the Parties have agreed upon a particular set of materials, Donee shall send Donor written notice of such proposed change, with a detailed description thereof, and Donor shall either approve or disapprove of such proposed change within ten (10) days after Donor's receipt of such request; Donor's failure to respond within the ten (10) day period shall be deemed to be an acceptance of the proposed change. If (i) Donor disapproves of any materials required to be approved by Donor hereunder, and (ii) the Parties fail to reach an agreement with respect to such materials after good faith negotiation, but no longer than thirty (30) days after Donor disapproves of the subject materials, then the Parties shall designate a third-party architect, chosen by mutual agreement of the architects for each Party, to arbitrate a decision as to the subject materials in dispute. The decision of the third-party architect shall be final and binding on both Parties. The third-party architect shall have at least ten (10) years of experience designing multi-family and/or CCRCs, and be licensed by the Commonwealth of Virginia. The costs of the third-party architect shall be evenly split (50%-50%) between Donor and Donee.

H. Deed of Subdivision. Donor shall be responsible, at its sole cost and expense, for preparing the Deed of Subdivision and accompanying plats, which, when recorded, shall create a separate, subdivided parcel constituting the Premises. Donor shall ensure that prior to the Settlement, the Deed of Subdivision is approved by all governmental authorities required to provide approval. Prior to submission of the Deed of Subdivision and accompanying plats to the County, Donor shall provide Donee with the opportunity to review and approve the Deed of Subdivision and accompanying plats, which approval shall not be unreasonably withheld, conditioned or delayed. Donor shall provide Donee, promptly upon request, regular updates as to the status of the creation of the Deed of Subdivision and accompanying plats and the status of their approval by the required governmental authorities.

I. Representations and Warranties. Donor represents and warrants to Donee that, as of the Effective Date and as of the date of Settlement, the following are true and correct:

(i) Due Organization; Power. Donor is a limited liability company, duly organized and validly existing under the laws of the State of Maryland. Donor has full power and authority, and is duly authorized, to execute, enter into, deliver and perform this Agreement. This Agreement and all other agreements, instruments and documents required to be executed or delivered by Donor pursuant hereunder have been or (if and when executed) will be duly executed and delivered by Donor, and are or will be legal, valid and binding obligations of Donor, enforceable against Donor in accordance with their terms.

(ii) No Proceedings. Donor has no actual knowledge and has not received any written notice that there is currently pending or threatened any action, suit, proceeding or investigation, including condemnation, eminent domain or similar proceedings, before or by any court or governmental agency or body against the Donor or which could adversely affect any portion of the Property or the Project. Without limiting the generality of the foregoing, (i) Donor

has received no written notice of any pending zoning changes with respect to the Property, (ii) Donor has not received any written notices from any governmental entities of violations or alleged violations of any laws, rules, regulations or codes, including building codes, with respect to the Property which have not been corrected to the satisfaction of the governmental agency issuing such notices, and (iii) no bankruptcy or reorganization proceeding is pending with respect to the Donor.

(iii) No Purchase Options. No party has any right or option to purchase, lease or occupy the Premises, other than Donee.

(iv) Environmental Matters. Except as disclosed in any environmental reports delivered by Donor to Donee prior to the end of the Due Diligence Period, (i) Donor has not caused or permitted the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any Hazardous Materials, except in compliance with all Environmental Laws, (ii) Donor has not caused or permitted, nor does Donor have any knowledge of, any release, spill, leak, emittance, discharge, leaching, seeping, draining or dumping of any Hazardous Materials at the Premises or offsite emanating from the Premises. There are currently no underground or above-ground tanks on the Premises and there are no Hazardous Materials at the Premises in excess of tolerances allowed by Environmental Laws.

As used herein, the term “**Hazardous Material**” means the collective meanings given to the terms “hazardous material”, “hazardous substances” and “hazardous waste” in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC §9601 et seq., as amended, the Resource Conservation and Recovery Act, 42 USC §6901 et seq., as amended, the Federal Water Pollution Control Act, 33 USC §1251 et seq., as amended, the Oil Pollution and Control Act of 1990, the Hazardous Materials Transportation Act, 49 USC §1801 et seq., as amended, and shall also include any meanings given to such terms or similar terms in any similar federal, state or local statutes, ordinances, regulations, or executive orders concerning or relating to industrial hygiene or the protection of health or the environment (“**Environmental Laws**”). Without limiting the generality of the foregoing, the term “**Hazardous Material**” shall include oil and any other substance known to be hazardous, such as hazardous waste, lead-based paint, asbestos, methane gas, radon gas, urea formaldehyde insulation, oil, polychlorinated biphenyls.

(v) Donor shall have the right, from time to time after the Effective Date and at or prior to Settlement, to amend its representations and warranties set forth above due to any change in the facts outside the control of and otherwise not caused by Donor and not actually known by Donor as of the Effective Date by providing Donee with written notice thereof and providing the specific nature of such untrue representation; provided, however, in the event that Donor does so amend its representations or warranties, Donee shall have the right, as its sole remedy for such amendment, to terminate this Agreement, if Donor does not cure or otherwise correct such matter to Donee’s reasonable satisfaction within five (5) business days after delivery to Donee of such notice. Donor shall promptly, upon such termination and receipt of evidence therefor, reimburse Donee the amount of all predevelopment costs paid or incurred by Donee for the Project, including, without limitation, the cost of all third party consultants including architectural, engineering, design, and legal costs. Such reimbursement shall not exceed (A) \$500,000 if the termination occurs prior to Donee’s receipt of an award of LIHTC tax credits, (B)

\$1,000,000 if the termination occurs after receipt of an award of LIHTC tax credits but prior to receipt of a binding commitment letter from VHDA for debt financing, and (C) \$1,500,000 if the termination occurs after receipt of a binding commitment letter from VHDA for debt financing. Notwithstanding the foregoing, no representation or warranty shall be deemed to have survived Settlement if Donee shall have had actual knowledge of a breach or violation of such representation or warranty at the time of Settlement and elected to proceed to Settlement notwithstanding such breach or violation

Any reimbursement of Donee's actual predevelopment costs by Donor shall entitle Donor to the use and ownership of all work product for which the costs were incurred, including, but not limited to, architectural plans, engineering designs, test and studies of the Premises (the "**Donee Work Product**"). Within ten (10) days after Donee's receipt of the reimbursement as provided herein, Donee shall deliver and assign to Donor originals of the Donee Work Product together with any documentation or instruments evidencing the conveyance of ownership from Donee to Donor. The foregoing obligations of Donee shall survive the termination of this Agreement. Notwithstanding any provision herein to the contrary, Donee shall only have the obligation to deliver and assign the Donee Work Product to Donor if Donor releases Donee from all liability associated with Donor's use of the Donee Work Product.

(vi) Survival. The representations and warranties set forth in this Section 1.I shall survive the settlement for one year and Donor shall have no liability thereafter with respect to such representations and warranties except to the extent Donee has filed a lawsuit against Donor during such one year period for breach of any representation or warranty.

2. CONSIDERATION. It is understood and agreed by the parties that no monetary consideration has been or will be exchanged between the parties in consideration for the Donor's donation of the Premises or the Donor's performance of its Pre-Development Obligations as described herein, nor in consideration for the Donee's performance of its Pre-Development Obligations.

3. TITLE; DUE DILIGENCE PERIOD.

A. Title to the Premises shall be good and marketable, free and clear of all liens, leases, and encumbrances, except for the exceptions set forth on **Exhibit B** attached hereto and made a part hereof and the Declaration of Covenants, Conditions and Restrictions attached hereto as **Exhibit B-1** (the "**Declaration**"), which is to be recorded immediately prior to the Deed (collectively, the "**Permitted Exceptions**"). Donee shall cause Fidelity National Title Insurance Company, 1620 L Street, N.W., 4th Floor, Washington, DC 20036, Attention: Mark Badanowski (the "**Title Company**") to examine the title to the Premises and to issue a written preliminary title commitment for owner's title insurance based upon such examination (the "**Title Commitment**"). A copy of said report shall be delivered to Donor by Donee within forty-five (45) days after the Effective Date (the "**Title Review Period**"). If such title search and report shall disclose (i) any exceptions that are not Permitted Exceptions and that are not acceptable to Donee or (ii) any liens, leases and/or encumbrances at the Premises that are not acceptable to Donee, or if a survey obtained by Donee (the "**Survey**") discloses conditions at the Premises (other than Permitted Exceptions) that are not acceptable to Donee (collectively, any such unacceptable conditions,

hereinafter a “**Title Defect**”), then Donee shall so notify Donor by delivering written notice of such Title Defect to Donor within the Title Review Period (the “**Title Objection Notice**”). In the event that Donor has not received a Title Objection Notice from Donee within the Title Review Period, then the title to the Premises shall be deemed accepted by Donee.

B. If the aforesaid title search and report or the Survey shall reveal a Title Defect and Donee timely delivers a Title Objection Notice, then Donor shall deliver a written response to Donee within five (5) business days after Donor’s receipt of the Title Objection Notice, electing, in Donor’s sole discretion, to either (i) cure all of the Title Defects set forth in the Title Objection Notice prior to Settlement at Donor’s expense or (ii) not cure one or more of the Title Defects set forth in the Title Objection Notice. If the Title Defects that Donor elects to cure are corrected and remedied by Donor prior to Settlement, then this Agreement shall continue in full force and effect in the same manner and for all intents and purposes as if such Title Defect had never existed. If Donor elects not to cure one or more of the Title Defects set forth in the Title Objection Notice, or if Donor fails to make an election within five (5) business days after receipt of Donee’s Title Objection Notice, then Donee, at its election, shall either (i) waive such uncured Title Defect(s), in which event the parties shall proceed with Settlement under this Agreement in accordance with and subject to the terms and provisions hereof, or (ii) cancel and rescind this Agreement, in which event the parties hereto shall be released from all further liability hereunder, at law and in equity, and this Agreement shall be terminated, and all right, title and interest of Donee in the Premises shall be extinguished, including equitable title. If Donee fails to make the election between (i) or (ii) within ten (10) days after the sending of notice by Donor provided herein, then Donee shall be conclusively presumed to have elected (i) and the parties shall proceed to Settlement in accordance with such presumption. Notwithstanding the foregoing, (i) regardless of whether Donee delivers a Title Objection Notice, in all events, prior to settlement, Donor, at its sole cost and expense, shall cure and cause to be removed as title exceptions on Donee’s title policy, any and all Title Defects consisting of (i) liens or other unpaid amounts that can be cured with the payment of money, (ii) mortgages, financing statements or other documents relating to debt obtained by Donor or any predecessor owner of the Premises, and (iii) any Title Defects caused by or permitted by Donor and arising after the date Donee delivers its Title Objection Notice; and (ii) in no event shall any encumbrances recorded against the Premises as a result of the Donee’s efforts to obtain its approvals for the Projects, including any covenants and restrictions required by the County, or the Deed of Subdivision, as approved by Donee, be deemed a Title Defect. Should any updates to the Title Commitment or Survey between the end of the Title Review Period and Settlement reveal any new Title Defects that did not previously appear on the Title Commitment or Survey, then Donee shall have the right to deliver a Title Objection Notice within five (5) business days of receipt of such update(s), and the provisions of this paragraph B shall apply, with the date of Settlement extended as necessary to accommodate the provisions of this paragraph B.

C. Donor and Donee acknowledge and understand that the purpose of the donation of the Premises is for the development and operation of the Affordable Housing Project. At Settlement, Donor, Donee and Donee’s lenders and tax credit investors financing the Affordable Housing Project shall enter into a written agreement (the “**Completion Agreement**”), to be executed and delivered at Settlement, whereby in the event that Donee fails to complete the construction of the Affordable Housing Project, including any improvements required for the

operation thereof, and obtain a certificate of occupancy, or its equivalent, from the County by that date which is 18 months after the date of Settlement (the “**Completion Date**”), then Donor shall have the right, but not the obligation, to complete construction of the Affordable Housing Project, obtain the certificates of occupancy and place the Project in service per the tax credit requirements (i.e. obtain a certificate of occupancy for at least one (1) unit) (“**Project Completion**”). The Completion Agreement shall provide that: (i) Donor shall provide notice to Donee’s lenders and investors and a reasonable opportunity for the lenders and investors to enforce their respective completion guaranties prior to Donor exercising its right to complete the Affordable Housing Project, (ii) Donor shall be permitted to use the funds from the loan(s) and equity to achieve Project Completion, subject to the terms of the loan and equity documents; (iii) to the extent required by lender under the loan documents, lender(s) shall continue to make draws from the interest reserve to pay interest payments on the loan and shall continue to pay real estate taxes and insurance premiums from funds reserved for such costs so long as Donor uses diligent efforts to achieve Project Completion; (iv) lender(s) and equity investors shall not exercise any remedies available under the loan documents or partnership agreement (or other governing documents) so long as Donor uses diligent efforts to achieve Project Completion; (v) upon Project Completion, Donor shall have no further obligations or liability with respect to the Affordable Housing Project or the loan(s) encumbering the same, other than liability for Donor’s negligent acts; and (vi) in no event shall Donor have any liability to the lenders or equity investors except to the extent of Donor’s negligence or misappropriation of funds. The above terms may be subject to additional clarification, and additional terms and conditions of the Completion Agreement shall subject to further negotiation by the Donor, Donee and Donee’s lenders and tax credit investors. Donor shall not unreasonably without its approval of any terms proposed by the lenders or tax credit investors to be included in the Completion Agreement so long as the terms set forth above in clauses (i) through (vi) inclusive are included and such terms do not result in a delay in Donor’s receipt of its residential use permit or building permits as set forth in the Proffers. Further, and for purposes of ensuring its rights under the Completion Agreement (including clauses (ii) and (iii) above), Donee shall promptly deliver to Donor, upon Donee’s receipt, for Donor’s review initial, interim and final drafts of any of the loan and equity documents that Donee receives from the lenders and investors.

D. The period between the Effective Date and the date that is sixty (60) days after the Effective Date is referred to herein as the “**Due Diligence Period.**” During the Due Diligence Period, Donee shall have the right, with at least two business days’ prior written notice, to enter upon the Premises, and to cause its consultants and contractors to enter upon the Premises, for the purpose of conducting any inspections and testing that Donee requires in order to determine whether the Premises is suitable for the Affordable Housing Project; provided, however, that Donee shall obtain Donor’s prior written consent prior to conducting any invasive testing such as Phase II environmental testing. Donor shall have the right to accompany and observe Donee and Donee’s representatives on the Premises at all times. Prior to entering upon the Premises, Donee shall provide to Donor evidence of Donee’s (and its contractor’s) general liability and property damage insurance with single occurrence coverage of at least \$1,000,000 (and aggregate coverage of \$2,000,000) and naming Donor as an additional insured or loss payee, as the case may be. Donee shall repair any damage to the Premises caused by Donee’s testing and inspections, and shall restore the Premises to substantially the same condition that existed prior to Donee’s testing and inspections. Donee indemnify, defend and save donor harmless from any and all claims and/or liabilities which Donor may suffer or be subject by reason of or in any manner relating to any act

or omission of Donee and its representatives during such entry and such activities, other than any expense, loss or damage to the extent arising from any act or omission of Donor or its representatives relating to any such entry and inspection. At any time prior to the end of the Due Diligence Period, Donee shall have the right to terminate this Agreement, in its sole and absolute discretion, by delivering a written termination notice to Donor.

4. SETTLEMENT; CONDITIONS TO SETTLEMENT.

A. The transaction contemplated by this Agreement shall be consummated at Settlement (the “**Settlement**”), which shall take place on the date that Donee closes on the debt and equity financing for the construction of the Project, but no in no event later than March 1, 2023. The exact date, time and place for Settlement shall be designated by Donee in a written notice to Donor at least ten (10) business days prior to the date set for Settlement in such notice. Delivery to the Title Company of the deed and such other papers and/or documents as are required by either party under the terms of this Agreement, in each case properly executed, shall be considered good and sufficient tender of performance.

B. Donor’s obligation to convey the Premises to Donee pursuant to the terms and conditions of this Agreement shall be contingent on the following:

(i) The Deed of Subdivision and accompanying plat shall be approved by all necessary governmental authorities, such that the Deed of Subdivision can be recorded at or before Settlement and the Premises can be conveyed by Donor to Donee as a separate, subdivided parcel, such subdivision to be completed at Donor’s sole cost and expense;

(ii) Simultaneous with Settlement, Donee shall close on all necessary financing to commence construction of the Improvements on the Premises for the Affordable Housing Project such that Donee can deliver a notice to proceed for the commencement of construction within five (5) business days after Settlement;

(iii) Donee shall have entered into and delivered to the Title Company a fully-executed Declaration of Affordable Dwelling Unit Covenants (or similar document governing the use of the Premises for Project) for the benefit of the County, to be recorded among the land records in the Circuit Court for the County;

(iv) Plans for the Improvements and the construction contract have been finalized, approved by Donor, executed by the parties thereto, and copies of all Plans and the executed construction contract have been delivered to Donor; and

(v) Donee has obtained all Permits required to commence construction of the Improvements (or has obtained a will-issue letter from the County, stating that such permits will be issued upon payment of the fee), including, but not limited to, a building permit, permitting Donee to commence construction of the Improvements on the Premises immediately after Settlement.

(vi) The Completion Agreement, in acceptable form to Donor, has been executed by all parties and delivered to the Title Company for Settlement.

C. Donee's obligation to accept the Premises from Donor pursuant to the terms and conditions of this Agreement shall be contingent on the following:

(i) Donor shall have complied with all of its covenants and obligations set forth in this Agreement.

(ii) All of Donor's representations and warranties set forth in this Agreement shall be true and correct.

(iii) The Deed of Subdivision and accompanying plat shall be approved by all necessary governmental authorities, such that the Deed of Subdivision can be recorded at or before Settlement and the Premises can be conveyed by Donor to Donee as a separate, subdivided parcel.

(iv) Donee shall have received an allocation of tax credits from VHDA and a commitment for debt financing in amounts sufficient to support the Project's construction budget.

(v) There shall not have occurred at any time or times on or before the scheduled date of Settlement any taking or threatened taking of the Premises or any material part thereof by condemnation, eminent domain or similar proceedings.

(vi) Donor shall not be in default with respect to any of its obligations under the Proffers.

If a condition precedent described in Section 4.B or 4.C has not been fulfilled by the scheduled date of Settlement, then the party for whom the condition benefits (Donor with respect to Section 4.B and Donee with respect to Section 4.C) shall have the right to either terminate this Agreement or waive the condition and proceed to Settlement. If the failure of the condition precedent also constitutes a default hereunder, then the non-defaulting party shall have the right to exercise the remedies set forth in Section 8 herein. Further, if the failure of one of Donee's conditions precedent is due to Donor's failure to complete one or more of Donor's Pre-Development Obligations, then Donee may elect to proceed to Settlement and perform such Pre-Development Obligations after Settlement, the cost of which shall be reimbursed by Donor, in which case Donor shall cooperate with Donee and provide any assistance reasonably requested by Donee.

5. DELIVERIES AT SETTLEMENT. Donor shall deliver to the Title Company at Settlement: (i) if not already recorded, the Deed of Subdivision and accompanying plat subdividing the Property into no less than two (2) parcels, including but not limited to the Premises, such that the Premises can be conveyed by Donor to Donee as a separate, subdivided parcel; (ii) a special warranty deed, signed, sealed and acknowledged by Donor, in recordable form, which shall convey fee simple title to the Premises to Donee in accordance with paragraph 3 hereof, (iii) an assignment

of governmental approvals executed by Donor, to the extent required for Donee to construct and operate the Project, (iv) a Completion Agreement executed by Donor, (v) a closing statement executed by Donor, (vi) any documents, affidavits, resolutions, and certifications reasonably requested by the Title Company, and (vii) any other documents required in order to consummate the transaction described herein. Donor shall give possession and occupancy of the Premises to Donee at the time of Settlement.

6. EXPENSES, PRORATED ITEMS AND ADJUSTMENT. All Settlement and recordation costs and expenses, including, but not limited to, title insurance premiums and charges, tax certifications, notary fees, and survey costs for any surveys ordered by Donee, shall be paid by Donee. Notwithstanding the foregoing, state and local transfer and recordation taxes shall be apportioned equally between Donor and Donee, or as governed by local laws or custom. The regional WMATA Capital Fee shall be apportioned equally between Donor and Donee. Each party shall pay its own attorney's fees. Real property taxes and all other public or governmental charges against the Premises which are or may be payable on an annual basis (including benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Effective Date or subsequent thereto) shall be prorated, assumed by Donee as of the date of Settlement, and paid thereafter by Donee.

7. BROKERAGE FEES AND COMMISSIONS. Each party hereby represents and warrants unto the other that it has not acted through or with, or introduced into the transactions contemplated hereby, any broker, agent, or finder who would be entitled to a commission or fee upon the execution of this Agreement and/or Settlement hereunder. Each party shall indemnify and hold harmless the other, respectively, of and from any and all other liability, cost and expense, including reasonable attorneys' fees, incurred or suffered as a result of breach of the aforesaid warranty by the indemnifying party.

8. DEFAULT. Donee shall be deemed in default of this Agreement if Donee shall: (a) fail to complete its obligations under this Agreement, including Donee's obligation to materially meet, comply with or perform any covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Agreement, including, but not limited to, Donee's obligations under Section 1.C. of this Agreement; and (b) fail to consummate the Settlement of the Premises as required hereunder, except in the case of a default by Donor hereunder or a failure of one of Donee's conditions precedent described herein. If the default shall be under clause (a) above, and the applicable notice and cure period provided in Section 9 below has expired, then Donor shall have the option, as a remedy for Donee's default, to require Donee to assign (to the extent assignable) all Donee's right, title and interest to the Site Plan, Plans, and any other applications, submissions or documents that may have been filed with the County by Donee for the Project to Donor or to a third-party at the Donor's direction to allow the Donor or another third-party to pursue the completion of the Project, and after receipt of such assignment terminate this Agreement by sending written notice thereof to Donor, at which time, all parties shall be relieved of all further liability or obligation hereunder (except any obligations that may be expressly reserved in the aforementioned assignment). In the case of an assignment described in the preceding sentence, Donor (or the assignee party) shall reimburse Donee for the reasonable professional fees incurred by Donee in connection with the Site Plan, Plan and/or other materials assigned, such reimbursement amount not to exceed \$1,500,000 in the aggregate. If Donor shall

default with respect to any of its obligations under this Agreement, including Donor's obligation to materially meet, comply with or perform any covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Agreement, including, but not limited to, Donor's obligation to consummate the transactions contemplated by this Agreement, or if Donor shall be in breach of any of its representation and warranties set forth herein, and the breach of any obligation continues past the expiration of the notice and cure period described in Section 9, then Donee shall be entitled to either (i) terminate this Agreement by sending written notice thereof to Donor, at which time, all parties shall be relieved of all further liability or obligation hereunder, and Donor shall promptly pay to Donee the amount of (A) all predevelopment costs paid or incurred by Donee for the Project, including, without limitation, the cost of all third party consultants including architectural, engineering, design, and legal costs and (B) the value of the Donee's staff time spent on the Project's predevelopment, calculated at a rate of \$75 per hour, with such aggregate amount not to exceed (1) \$500,000 if the termination occurs prior to Donee's receipt of an award of LIHTC tax credits, (2) \$1,000,000 if the termination occurs after receipt of an award of LIHTC tax credits but prior to receipt of a binding commitment letter from VHDA for debt financing, and (3) \$1,500,000 if the termination occurs after receipt of a binding commitment letter from VHDA for debt financing or (ii) bring an action for specific performance. Donee shall have the right to exercise option (i) if Donee brings an action for specific performance that does not result in Donee's receipt of title to the Premises and Donor's compliance with the provisions of this Agreement. Any reimbursement of Donee's actual predevelopment costs shall entitle Donor to the use and ownership of the Donee Work Product. Within ten (10) days after Donee's receipt of the reimbursement as provided herein, Donee shall deliver and assign to Donor originals of the Donee Work Product together with any documentation or instruments evidencing the conveyance of ownership from Donee to Donor. The foregoing obligations of Donee shall survive the termination of this Agreement. Notwithstanding any provision herein to the contrary, Donee shall only have the obligation to deliver and assign the Donee Work Product to Donor if Donor releases Donee from all liability associated with Donor's use of the Donee Work Product.

9. CURE OF DEFAULT. No failure or default by Donor or Donee shall result in the termination or limitation of any right granted hereunder or the exercise of any rights or remedies with respect to such failure or default unless and until Donor or Donee shall have been notified in writing by the other party of such failure and shall have failed to remedy the same within thirty (30) days after the receipt of such written notice. If such failure or default cannot reasonably be cured within such thirty (30) day period, then the defaulting party shall be entitled to an additional period in which to effect such cure; provided, that the defaulting party shall (a) commence action to cure the default or failure within the initial thirty (30) day period referred to above, (b) diligently pursue completion of the curative action, and (c) complete such cure, to the other party's reasonable satisfaction within thirty (30) days after expiration of the initial thirty (30) day period referred to above. In addition, this Section 9 shall not apply to the obligation to proceed to Settlement on the Premises in accordance with the terms of this Agreement, the parties hereto specifically acknowledging that time is of the essence with respect to Settlement.

10. MISCELLANEOUS.

A. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties. This Agreement may only be amended by a written document signed by all parties hereto, and Donee may not rely upon any warranties or statements of any nature unless in writing and signed by Donor.

B. Successors and Assigns; Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns. This Agreement may not be assigned by Donee, without the prior written consent of Donor, which may be withheld for any reason; provided, however, that such Donor consent shall not be required for an assignment to an entity controlled by Arlington Partnership for Affordable Housing, Inc.

C. Waiver. Failure by Donee or Donor to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof, unless such waiver does so in writing and except as otherwise provided for herein.

D. Governing Law; Interpretation. This Agreement shall be governed by, and construed under the laws of the Commonwealth of Virginia. It is understood by the parties that they have had the opportunity to be represented by counsel in the preparation of this Agreement, and it is expressly agreed that the terms and conditions hereof shall not be construed against either party but are to be interpreted in accordance with the fair construction of the law.

E. Notices. Any notice required or provided for in this Agreement shall be in writing and delivered via: (i) personal hand delivery, (ii) overnight courier (i.e., Fed Ex, UPS, etc.), or (iii) electronic mail, with confirmation copy by overnight courier service within two (2) business days if the receiving party does not respond to the email notice waiving its right to receive a confirmation copy. Such notices shall be deemed to have been given: (i) when received if by personal hand delivery; (ii) one (1) business day after the date sent if by overnight courier; (iii) when sent by electronic mail, as the case may be. The addresses for service of notices on Donor and Donee are as follows:

If to Donor:

Woodleigh Chase, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attention: Sean Sands, Executive Vice
President
Facsimile: (410) 402-2348
Email: Sean.Sands@erickson.com

with a copy to:

Erickson Living Properties, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attention: Susan L. Oliveri, Esquire,
Senior Vice President and General
Counsel
Facsimile: (410) 402-2348
Email: Susan.Oliveri@erickson.com

If to Donee:

c/o Arlington Partnership for Affordable Housing, Inc.
Nina Janopaul, President
4318 N. Carlin Springs Road
Arlington, Virginia 22203
Email: njanopaul@apah.org

with a copy to:

Gallagher Evelius & Jones LLP
218 N. Charles Street, Suite 400
Baltimore, Maryland 21210
Attn: Benjamin J. Rubin, Esq.
Email: brubin@gejlaw.com

Donor and Donee shall each notify the other in writing of a change in address for the service of notices.

F. Time of the Essence. Time shall be of the essence with respect to this Agreement.

G. Captions. The captions and heading therein are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

H. Counterparts. This Agreement may be executed in two or more counterpart originals all of which counterparts shall have the same force and effect as if all the parties hereto had executed a single original of this Agreement.

I. Survival. It is understood and agreed that the covenants, promises and agreements set forth in Sections 1.C., 1.D., 1.E., and 1.F. above, shall not be merged into the deed at Settlement, but shall survive Settlement in accordance with the provisions of this Agreement.

J. No Recording. Neither party shall record this Agreement, except in connection with a lis pendens filing by Donee.

K. Force Majeure. The Parties' pre-development obligations set forth herein and Donee's obligation to complete construction and obtain a certificate of occupancy as set forth in Section 3(C) herein, shall be automatically extended on a day for day basis for each day of Force Majeure Delay. A "**Force Majeure Delay**" means any of the following that interferes with a Party's pre-development obligation or Donee's obligation to complete construction and obtain a certificate of occupancy: strikes, lockouts, civil disorder, inability to procure materials, riot, insurrection, war, fuel shortage, unanticipated and adverse weather conditions, casualty, act of God, unanticipated delays by any governmental authority including public utility companies, or delays due to a pandemic or public health emergency (whether foreseeable or unforeseeable), including, without limitation, delays that result from closures of governmental offices for more than five (5) consecutive days, prohibitions on certain construction activities for more than five (5) consecutive days, inability to conduct inspections, and/or manufacturing and supply chain delays, all except to the extent such delay was in the reasonable control of the Party claiming a Force Majeure Delay; provided, however, in no event shall an insufficiency or unavailability of funds constitute a Force Majeure Delay.

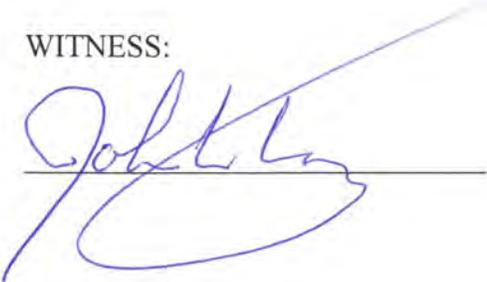
L. Computing and Extending Deadlines. If a time period ends on a Saturday, Sunday, a federal legal holiday in the United States, or any day on which banking institutions in the Commonwealth of Virginia are authorized or required by law or other governmental action to be closed (collectively, a “**Holiday**”), then the time period is extended to the next day that is not a Holiday.

N. Incorporation by Reference. The recitals of this Agreement and all exhibits attached to this Agreement are incorporated into this Agreement by reference and made a substantive part of this Agreement.

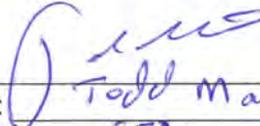
[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Agreement as of the Effective Date.

WITNESS:



WOODLEIGH CHASE, LLC

By:  (SEAL)
Name: Todd Mathiesen
Title: CEO

APPROVED AS TO LEGAL SUFFICIENCY SM

WITNESS:

APAH BRADDOCK ROAD LIMITED PARTNERSHIP

By: APAH Braddock Road LLC, its general partner

By: _____ (SEAL)
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Agreement as of the Effective Date.

WITNESS:

WOODLEIGH CHASE, LLC

By: _____ (SEAL)

Name: _____

Title: _____

APPROVED AS TO LEGAL
SUFFICIENCY EM

WITNESS:

APAH BRADDOCK ROAD LIMITED
PARTNERSHIP

By: APAH Braddock Road LLC, its general
partner



By:  _____ (SEAL)

Name: Nina Janopaul

Title: President

EXHIBIT A

Legal Description of the Premises

**DESCRIPTION OF
PROPOSED PARCEL C
PART OF THE PROPERTY OF
WOODLEIGH CHASE, LLC
(FORMERLY ERICKSON LIVING AT BRADDOCK ROAD, LLC D.B. 25249 PG. 1740)**

**BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point on the easterly line of Parcel C, Section 22, Kings Park West as recorded in Deed Book 4873 at page 211; said point being S12°25'54"E, 3.72 feet from the northeasterly corner of said Parcel C; thence departing the easterly line of Parcel C and through the property of Woodleigh Chase, LLC the following courses:

S88°57'54"E, 2.42 feet;

with a curve to the right with a radius of 12.00 feet and whose chord is S77°43'57"E, 4.67 feet, an arc distance of 4.71 feet;

S66°30'01"E, 25.35 feet;

with a curve to the left with a radius of 103.00 feet and whose chord is S77°38'59"E, 39.83 feet, an arc distance of 40.09 feet;

S88°47'58"E, 240.52 feet;

N46°35'12"E, 5.67 feet;

S85°38'31"E, 30.55 feet;

to a point on the southerly right of way line of Braddock Road (Rt. 620); thence with the southerly right of way line of Braddock Road S88°51'01"E, 17.00 feet; thence departing the existing southerly right of way line of Braddock Road and through the property of Woodleigh Chase, LLC the following courses:

S83°17'49"E, 15.45 feet

S88°39'34"E, 53.73 feet

S01°20'26"W, 6.00 feet;

S88°39'34"E, 19.00 feet;

N01°20'26"E, 6.00 feet;

S88°39'34"E, 49.46 feet;

with a curve to the left with a radius of 33.00 feet and whose chord is N70°42'45"E, 23.25 feet, an arc distance of 23.76 feet;

N50°05'04"E, 5.56 feet;

with a curve to the right with a radius of 7.00 feet and whose chord is N70°35'37"E, 4.91 feet, an arc distance of 5.01 feet;

S88°53'50"E, 243.57 feet;

S01°12'44"W, 52.28 feet;

S70°22'35"W, 47.06 feet;

S00°17'45"E, 24.32 feet;

with a curve to the left with a radius of 355.00 feet and whose chord is S50°03'24"W, 255.17 feet, an arc distance of 261.01 feet;

N89°42'42"W, 104.79 feet;

S52°50'11"W, 35.48 feet;

N89°45'07"W, 237.03 feet;

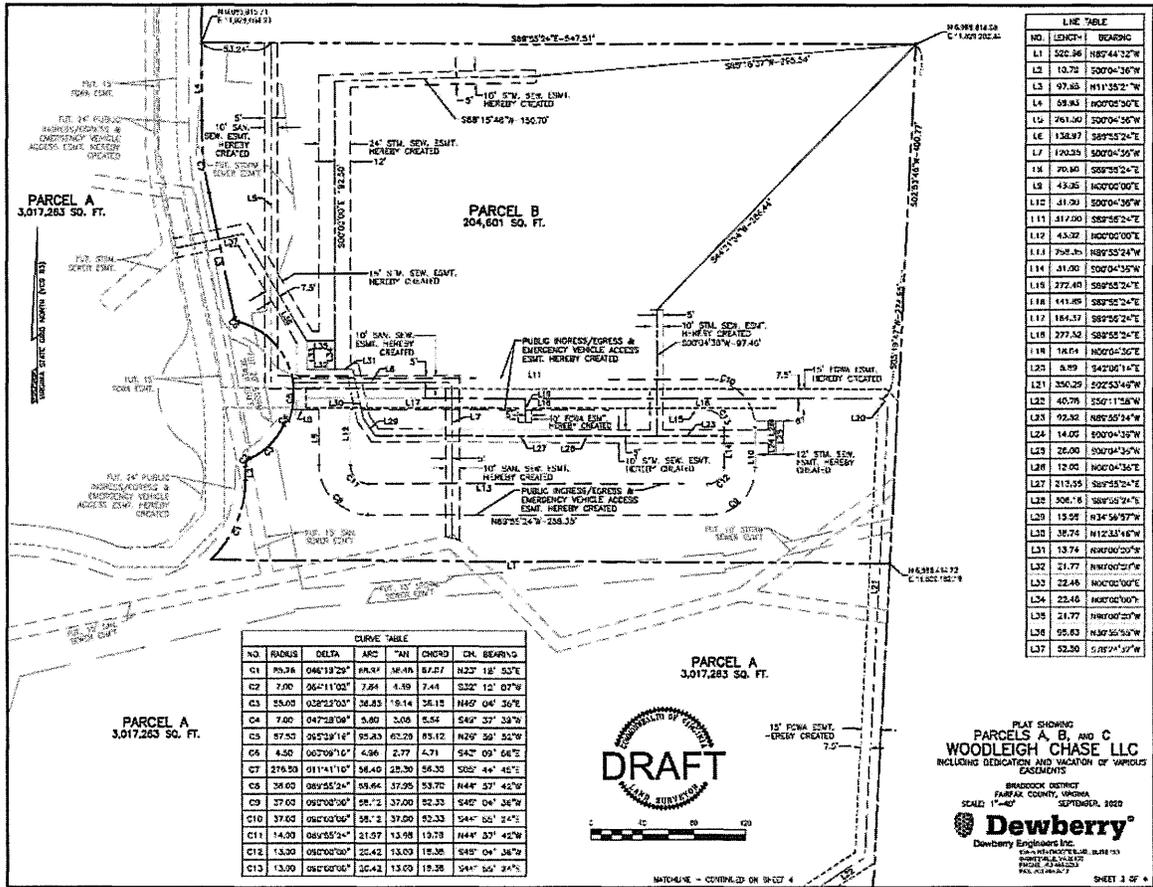
S14°31'46"E, 116.66 feet;

S44°46'11"E, 29.84 feet;

S00°52'37"E, 70.49 feet;

N74°50'20"W, 113.53 feet;

to a point on the easterly line of aforementioned Parcel C; thence with the easterly line of Parcel C N12°25'54"W, 482.25 feet to the point of beginning, containing 186,821 square feet or 4.28883 acres, more or less.



NO.	LENGTH	BEARING
L1	502.36	N87°44'32"W
L2	10.72	S00°04'36"W
L3	97.85	N11°35'21"W
L4	58.83	N00°05'30"E
L5	261.00	S00°04'36"W
L6	138.97	S89°55'24"E
L7	120.35	S00°04'36"W
L8	20.80	S00°05'24"E
L9	43.85	N00°00'00"E
L10	41.00	S00°04'36"W
L11	41.00	S89°55'24"E
L12	43.32	N00°00'00"E
L13	758.35	N89°55'24"W
L14	31.00	S00°04'35"W
L15	272.49	S89°55'24"E
L16	141.89	S89°55'24"E
L17	184.37	S89°55'24"E
L18	277.52	S89°55'24"E
L19	18.64	N00°04'36"E
L20	8.89	S42°05'14"E
L21	336.29	S02°53'49"W
L22	40.78	S50°11'58"W
L23	92.32	N89°55'24"W
L24	14.00	S00°04'35"W
L25	26.00	S00°04'35"W
L26	12.00	N00°04'36"E
L27	215.55	S89°55'24"E
L28	306.16	S89°55'24"E
L29	15.92	N34°54'57"W
L30	35.74	N12°33'46"W
L31	13.74	N89°00'00"W
L32	21.77	N89°00'00"W
L33	22.48	N00°00'00"E
L34	23.48	N89°00'00"W
L35	21.77	N89°00'00"W
L36	55.63	N32°55'55"W
L37	52.30	S18°24'37"W

NO.	RADIUS	DELTA	ARC	"AN	CHORD	CH. BEARING
C1	10.24	046°19'29"	8.83	8.48	8.27	N23° 18' 53"E
C2	7.00	064°11'03"	7.84	4.89	7.44	S22° 12' 07"W
C3	25.00	028°23'03"	36.83	8.14	26.15	N40° 04' 36"E
C4	7.00	047°28'08"	5.80	3.06	5.54	S49° 37' 38"W
C5	87.50	052°23'18"	93.83	62.28	85.12	N29° 59' 52"W
C6	4.50	060°09'10"	4.96	2.77	4.71	S42° 09' 08"E
C7	216.50	011°41'10"	36.40	28.30	56.30	S05° 44' 46"E
C8	36.00	089°55'24"	38.64	37.95	53.70	N44° 57' 42"W
C9	37.00	092°02'50"	38.72	37.00	52.33	S40° 04' 36"W
C10	37.00	092°02'50"	38.72	37.00	52.33	S40° 04' 36"W
C11	14.00	089°55'24"	21.97	13.98	19.78	N44° 57' 42"W
C12	13.30	092°02'50"	22.42	13.03	18.36	S40° 04' 36"W
C13	13.30	092°02'50"	22.42	13.03	18.36	S40° 04' 36"W

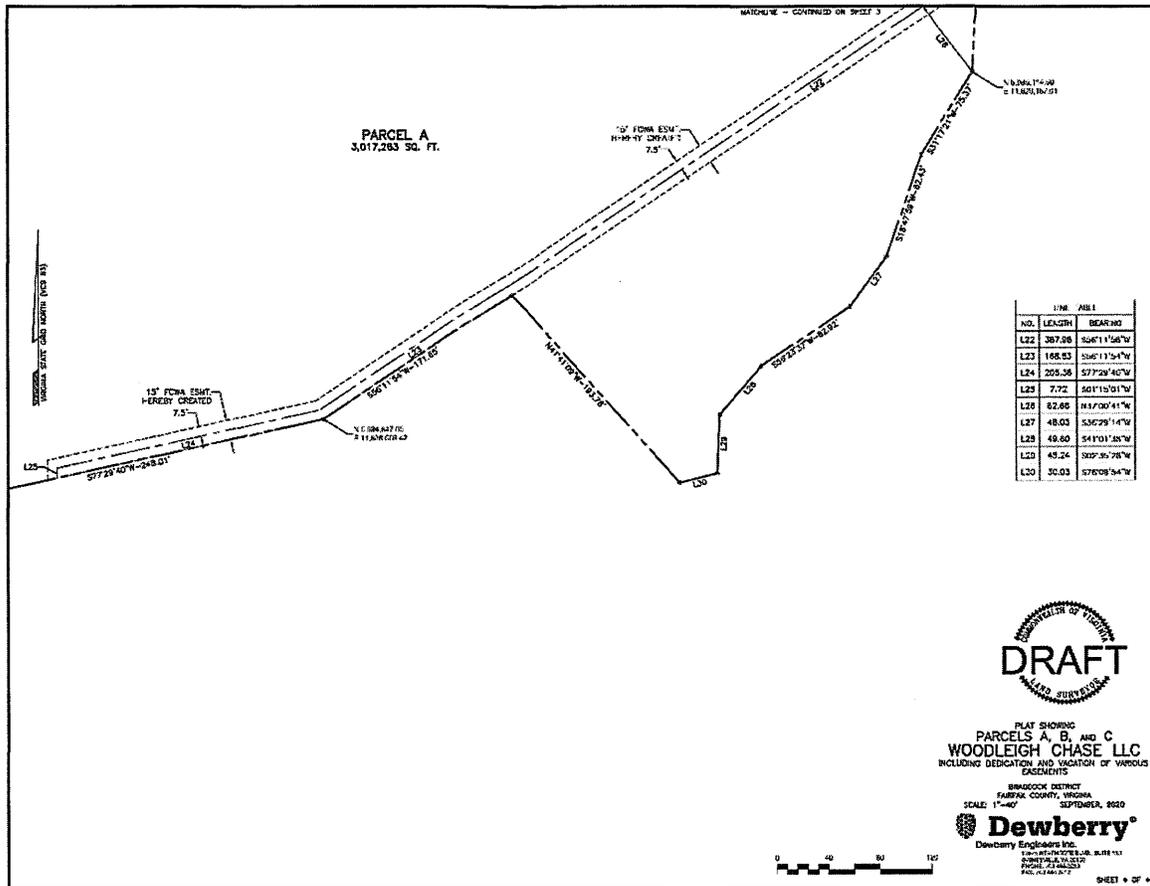


EXHIBIT B

Permitted Exceptions

1. Taxes subsequent to those for the First half of the year 2020, a lien not yet due and payable, with respect to Tax Map No. 069-1-01-0034, and subsequent to the Second half of the year 2019, currently delinquent and subject to penalty and interest, with respect to Tax Map No. 069-1-T-01-0034, and in addition thereto, possible supplemental assessment for taxes for the recent improvements constructed on the premises, if any.
2. Easements granted to Virginia Electric and Power Company recorded in Deed Book 470 at page 22, Deed Book 695 at page 542, Deed Book 2572 at page 50, and Deed Book 3559 at page 242.
3. Easements granted to Colonial Pipeline Company, recorded in Deed Book 2564 at page 97 and in Deed Book 2666 at page 634.
4. Terms, provisions, conditions and easements set forth in that certain Agreement with the Fairfax County Water Authority recorded in Deed Book 3182 at page 717.
5. Terms, provisions, conditions and easements set forth in that certain Deed of Easement, recorded in Deed Book 3614 at page 326.
6. Easements granted to Washington Gas Light Company recorded in Deed Book 5686 at page 1159.
7. Terms, provisions, conditions and easements set forth in that certain Deed of Easement recorded in Deed Book 5727 at page 1273.
8. Easements granted to The Chesapeake and Potomac Telephone Company of Virginia recorded in Deed Book 5775 at page 482.
9. Terms, provisions, conditions and easements set forth in that certain Agreement with the Department of Transportation recorded in Deed Book 6995 at page 1457.
10. Terms, provisions, conditions and easements set forth in that certain Deed of Easement, recorded in Deed Book 7225 at page 1830.
11. Terms, provisions, conditions and easements set forth in that certain Easement Agreement, recorded in Deed Book 7503 at page 611.
12. Terms, provisions, conditions and easements set forth in that certain Deed of Easement, recorded in Deed Book 7903 at page 639.

13. Terms, provisions, conditions and easements set forth in that certain Deed of Easement, recorded in Deed Book 8551 at page 1552.
14. Terms, provisions, conditions and easements set forth in that certain Deed of Easement, recorded in Deed Book 12236 at page 2057.
15. Riparian rights incident to the premises, and the rights of others in and to the waters of the (Rabbit Branch) stream and pond traversing the subject property.
16. The following matters disclosed by ALTA/NSPS Land Title Survey prepared by Dewberry Consultants LLC dated October 19, 2017:
 - a) Failure of fences to coincide with boundary lines of the Land;
 - b) FEMA "Special Flood Hazard Area" located in the Southwest corner of the Land;
 - c) Storm drain structures located throughout the land; and
 - d) Encroachment across the boundary line by Conc. appurtenant to the land of Department of State Police to the east.
19. Terms, provisions, conditions and easements set forth in that certain Deed of Easement with the Commonwealth of Virginia, Department of General Services, the Commonwealth of Virginia, Department of Military Affairs and the Commonwealth of Virginia, Department of State Police recorded in Deed Book 25249 at page 1752.
20. Terms, provisions, conditions and easements set forth in that certain Deed of Easement with the Commonwealth of Virginia, Department of General Services and the Commonwealth of Virginia, Department of Motor Vehicles recorded in Deed Book 25249 at page 1765.

EXHIBIT B-1

Declaration of Covenants, Conditions and Restrictions

[attached]

Prepared by:

Miles & Stockbridge, P.C.
100 Light Street
Baltimore, MD 21202

After recording return to:

Miles & Stockbridge, P.C.
100 Light Street
Baltimore, MD 21202
Attn: Stacy L. Manley, Esq.

Tax Parcel Nos: [_____]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “**Declaration**”) is made effective as of _____, 2022¹ (the “**Effective Date**”), by **WOODLEIGH CHASE, LLC**, a Maryland limited liability company (the “**Declarant**”).

RECITALS

A. The Declarant is the owner of certain real estate located in Fairfax County, Virginia, said real estate being all of the same real estate that was conveyed unto Declarant by the Commonwealth of Virginia, Department of General Services, and the Commonwealth of Virginia, Department of Behavioral Health and Developmental Services, by a Deed dated October 23, 2017, recorded November 17, 2017, in the Circuit Court of Fairfax County, Virginia (the “**Circuit Court**”), in Deed Book 25249, Page 1740, and as set forth in that certain Confirmatory Deed dated July 9, 2020, recorded July 28, 2020, in the Circuit Court in Deed Book 26384, page 1084, from Woodleigh Chase, LLC, formerly known as Erickson Living at Braddock Road, LLC, such real estate being more particularly described on **Exhibit A** attached hereto and made a part hereof (the “**Property**”).

B. Pursuant to that certain Deed of Subdivision dated _____, recorded _____, in the Circuit Court, in Deed Book _____ Page _____ (the “**Subdivision Deed**”), the Declarant has subdivided the Property into the following three (3) parcels: (i) a 69.27 acre lot designated as Parcel A (“**Parcel A**”) on the plat (the “**Plat**”) attached to the Subdivision Deed, attached hereto as **Exhibit B** and made a part hereof, that Declarant intends to develop into a continuing care retirement community (the “**CCRC**”); (ii) a 4.70 acre lot designated as Parcel B (“**Parcel B**”) on the Plat that Declarant intends to develop into a community recreation center; and (iii) a 4.29 acre lot designated as Parcel C (“**Parcel C**”) on the Plat, that Declarant intends to donate to an affordable housing developer to improve Parcel C with no less than 80 affordable housing units for seniors of low and moderate income (the “**Affordable Housing Project**”), pursuant to the Affordable Dwelling Unit Program, as amended, established

¹ NTD: to be date of settlement

on December 11, 1989 by the Board of Supervisors for Fairfax County, Virginia, and administered in accordance with Part 8, Article 2 of the Fairfax County Zoning Ordinance and regulations established with respect thereto (the ordinance and the regulations, as may be amended, modified or supplemented from time to time, are collectively referred to as the “**Ordinance**”); and the proffers dated July 2, 2019 accepted in conjunction with the approval of RZ-2018-BR-026 (the “**Proffers**”).

C. The Declarant desires to establish certain covenants, conditions and restrictions for the development of the Affordable Housing Project to: (a) ensure the completion of the Affordable Housing Project in a timely fashion; and (b) ensure the construction, operation and maintenance of the Affordable Housing Project in a manner that is harmonious with the CCRC.

NOW, THEREFORE, Declarant hereby declares that Parcel C shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are established for the purposes of: (a) ensuring quality affordable housing for seniors in Fairfax County, Virginia; and (b) protecting the value and desirability of the Affordable Housing Project and the CCRC, and which covenants, conditions and restrictions shall run with the real property referred to herein as Parcel C and be binding on all parties having any right, title or interest in Parcel C or any part thereof and any future amendment or resubdivision thereof.

1. Recitals. The foregoing recitals are hereby incorporated herein and made a part hereof.
2. Definitions. Unless otherwise stated herein, capitalized terms used in this Declaration shall have the following meanings:

(a) “**Affordable Housing Project**” shall mean Parcel C and the Improvements located thereon.

(b) “**Architect**” shall mean the architectural firm of _____.

(c) “**CCRC**” shall mean the continuing care retirement community to be constructed and operated by the Declarant on Parcel A.

(d) “**Circuit Court**” shall mean the Circuit Court of the County.

(e) “**Construction Timeline**” shall mean the timeline for the construction of the Affordable Housing Project attached hereto as Exhibit C and made a part hereof.

(f) “**Contractor**” shall mean the general contracting firm of _____.

(g) “**County**” shall mean Fairfax County, Virginia.

(h) “**Declarant**” shall mean Woodleigh Chase, LLC, a Maryland limited liability company.

(i) “**Subdivision Deed**” shall mean the Deed of Subdivision dated _____, executed by the Declarant and recorded _____, in the Circuit Court, in Deed Book _____ Page _____

(j) “**Governmental Authorities**” shall mean all public officials, agencies, municipalities, and counties having jurisdiction in respect of the Property and Parcel C, including, but not limited to, the Fairfax County Housing and Redevelopment Authority.

(k) “**Improvements**” shall mean the building(s) to be constructed on Parcel C consisting of no less than eighty (80) affordable housing units for households with at least one resident being the age of sixty-two (62) years old or older of low and moderate income (i.e. household annual income not to exceed sixty percent (60%) of the area median income), together with all other appropriate permanent improvements, including, but not limited to, appurtenant parking areas, drive-in lanes, driveways, storm water facilities and landscaped areas.

(l) “**Ordinance**” shall mean the Fairfax County Zoning Ordinance and regulations established with respect thereto.

(m) “**Parcel A**” shall mean Parcel A as described on Exhibit B-1 attached hereto and made a part hereof and as shown on Exhibit B attached hereto and made a part hereof and any other lot or parcel of land created by the lawful subdivision or resubdivision Parcel A, or any part of Parcel A, singularly or collectively as the context may require.

(n) “**Parcel B**” shall mean Parcel B as described on Exhibit B-2 attached hereto and made a part hereof and as shown on Exhibit B attached hereto and made a part hereof and any other lot or parcel of land created by the lawful subdivision or resubdivision Parcel B, or any part of Parcel B, singularly or collectively as the context may require.

(o) “**Parcel C Owner**” shall mean the Declarant, its successors and assigns, as the owner of Parcel C or any other lot or parcel of land created by the lawful subdivision, resubdivision, consolidation, or combination of Parcel C or any part thereof.

(p) “**Parcel C**” shall mean Parcel C as described on Exhibit B-3 attached hereto and made a part hereof and as shown on Exhibit B attached hereto and made a part hereof and any other lot or parcel of land created by the lawful subdivision or resubdivision Parcel C, or any part of Parcel C, singularly or collectively as the context may require.

(q) “**Permits**” shall mean all permits, approvals, licenses, and permissions required from all applicable Governmental Authorities to enable the construction of the Improvements to commence.

(r) “**Plans**” shall mean final and complete plans for the construction of the Improvements on Parcel C.

(s) “**Plat**” shall mean the plat entitled “Plat Showing Parcels A, B and C, Woodleigh Chase LLC” dated September 2020, prepared by Dewberry Engineers Inc. and attached to the Subdivision Deed.²

(t) “**Proffers**” shall mean the proffers dated July 2, 2019 accepted in conjunction with the approval of RZ-2018-BR-026 by the County.

² NTD: Subject to revision based on final plat.

(u) “**Property**” shall mean the land and the improvements thereon that was conveyed unto Declarant by the Commonwealth of Virginia, Department of General Services and the Commonwealth of Virginia, Department of Behavioral Health and Developmental Services by a deed dated October 23, 2017, recorded in the Circuit Court of Fairfax County, Virginia, in Deed Book 25249, Page 1740, as set forth in that certain Confirmatory Deed dated July __, 2020, recorded _____, 2020, in the Circuit Court in Deed Book ____, page _____, from Woodleigh Chase, LLC, formerly known as Erickson Living at Braddock Road, LLC, as described on **Exhibit A** attached hereto and made a part hereof.

(v) “**Substantial Completion**” shall mean the Improvements are completed to the extent required by the Governmental Authorities to permit the occupancy of the Improvements, as evidenced by a certificate of occupancy or other similar permit, and as certified by the Contractor completing the Improvements, and all lien waivers for the Improvements (other than those lien waivers relating to final payments for items not yet completed) have been issued by the Contractor, subcontractors and material suppliers.

3. Affordable Housing Covenant. The Parcel C Owner hereby agrees to develop Parcel C with no less than eighty (80) affordable housing units for households with at least one resident being the age of sixty-two (62) years old or older of low and moderate income (i.e. household annual income not to exceed sixty percent (60%) of the area median income) pursuant to the Ordinance, the Proffers and in accordance with the terms herein. The Parcel C Owner shall, at all times, comply with the terms and conditions of the Ordinance, the Proffers, the Extended Use Regulatory Agreement and Declaration of Restrictive Covenants made between the Parcel C Owner and the Virginia Housing Development Authority to be recorded in the Circuit Court, and all other terms and conditions imposed by the County Redevelopment and Housing Authority with respect to the operation and maintenance of the affordable housing units for seniors.

4. Construction Covenants. The Parcel C Owner hereby agrees to comply with the following covenants regarding the initial construction of the Affordable Housing Project:

(a) Within thirty (30) days after the Effective Date, the Parcel C Owner shall cause Contractor to begin constructing the Improvements. Parcel C Owner shall cause Contractor to diligently pursue the following, subject to force majeure events: construction of the Improvements in accordance with those plans and specifications approved by the Declarant, adherence to the Construction Timeline, and achievement of Substantial Completion no later than eighteen (18) months following the Effective Date.

(b) The Parcel C Owner shall ensure that the Improvements are constructed in a good and workmanlike manner; in accordance with all applicable laws, statutes, ordinances, and codes; and without deviation or change in the Plans that materially alters the overall appearance of the Affordable Housing Project or adversely affects the overall quality of the Affordable Housing Project in Declarant’s reasonable discretion, unless such change in the Plans or in the Improvements is first approved in writing by the Declarant.

(c) The Parcel C Owner shall not demolish or destroy the Improvements, or make any material additions or alterations to the exterior of the Improvements, structural or otherwise, without

the prior written consent of the Declarant, which consent shall not be unreasonably withheld so long as the changes (i) comply with all applicable laws, (ii) are harmonious with the CCRC, and (iii) do not diminish the overall quality of the Affordable Housing Project, all as determined by the Declarant in its reasonable discretion.

The Declarant may engage, at the Declarant's sole cost and expense, a building inspector to represent the Declarant's interests during the construction of the Improvements. The Parcel C Owner will permit any officer, employee or agent (including inspector) of the Declarant to visit and inspect Parcel C and the Affordable Housing Project thereon at such reasonable times and on reasonable prior notice and as often as the Declarant may reasonably request.

5. Maintenance of the Affordable Housing Project.

(a) During construction, Parcel C shall have appropriate fencing or barriers to prevent unauthorized persons from entering thereon and Parcel C shall be kept in an orderly manner free of any accumulation of trash, rubbish and debris. No construction materials or vehicles shall be stored on Parcel B or Parcel A, and no contractors, subcontractors, materialmen or any employees, agents or representatives of the foregoing shall enter onto Parcel B or Parcel A, subject to any construction easements that grant Parcel C Owner access to such areas. Following completion of the Improvements on Parcel C, the Parcel C Owner shall maintain the Affordable Housing Project in good condition and repair. Maintenance of the Affordable Housing Project is to include, without limitation, the following:

(b) Buildings & Structures. All buildings and appurtenant structures shall be continuously maintained in good repair and condition. All exterior building materials including masonry, siding, trim and windows & doors shall receive regular cleaning, painting and repair as required to sustain a clean and attractive appearance. Parcel C Owner shall:

(i) Operate, keep in good repair and replace, where necessary, such artificial lighting facilities as shall be reasonably required;

(ii) Place, keep in good repair and replace any necessary appropriate directional signs, markers and lines;

(iii) Maintain all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and

(c) Roads, Parking & Paved Surfaces. All roads, parking areas, sidewalks and other paved surfaces shall be continuously maintained in good repair and condition. Potholes, spalling and other damaged areas shall be promptly repaired with the surfacing material originally installed to sustain a safe and attractive condition. Snow and ice shall be promptly removed and/ or treated to maintain safe conditions for motorists and pedestrians. All roads, parking and paved areas shall be maintained in clean order, condition and repair free of trash, rubbish and debris.

(d) Lawns, Landscaped Beds and Open Areas. Parcel C Owner shall maintain, mow, weed, trim and water all lawns and landscaped areas and make such replacements of shrubs and other landscaping as is necessary to maintain an attractive appearance. Parcel C Owner shall maintain all lawns, grassed areas, landscape beds and open areas in clean order, condition and repair free of trash, rubbish and debris. Owner shall maintain elements of the storm water management facilities. Owner

shall prohibit and strictly enforce the prohibition of the storage of boats, trailers, recreational vehicles, storage containers, storage tanks, temporary structures or abandoned cars on Parcel C.

(e) The Parcel C Owner shall pay the maintenance expenses of Parcel C.

6. Signs. No signs shall be erected on the improvements or on Parcel C without approval of the Declarant, in its sole discretion, and governmental authorities. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by the Declarant in its sole discretion.

7. Indemnification and Insurance.

(a) Indemnification. The Parcel C Owner hereby indemnifies and saves the Declarant, its officers, directors, members, partners, shareholders, employees, agents and consultants (the "**Declarant Parties**") harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and caused by the negligence of Parcel C Owner or its contractors, invitees, employees or tenants, except to the extent caused by the negligence of one of the Declarant Parties or their respective invitees. The Declarant hereby indemnifies and saves the Parcel C Owner, its officers, directors, members, partners, shareholders, employees, agents and consultants (the "**Parcel C Parties**") harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and caused by the negligence of Declarant or its contractors, invitees, employees or tenants, except to the extent caused by the negligence of one of the Parcel C Parties or their respective invitees.

(b) Insurance.

(i) The Parcel C Owner shall procure and maintain in full force and effect throughout the term of this Declaration general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$5,000,000.00 for injury or death of a single person, and to the limit of not less than \$5,000,000.00 for any one occurrence, and to the limit of not less than \$5,000,000.00 for property damage. The Parcel C Owner shall provide the Declarant with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the Declarant.

(ii) At all times during the term of this Declaration, the Parcel C Owner shall keep the Improvements comprising the Affordable Housing Project insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.

(iii) Intentionally Deleted.

(iv) In the event of a casualty, the Parcel C Owner shall ensure that Parcel C and the Improvements thereon are secured and any debris is promptly removed. In the event the Improvements are not repaired and restored, then any remaining Improvements shall be demolished and Parcel C shall be cleared of all debris and maintained in accordance with this Declaration. In the event the Improvements are repaired and restored, all work shall be subject to the terms, conditions and covenants set forth in Section 3 herein.

8. Rights And Obligations Of Lenders. Any holder of a lien on Parcel C, or any portion thereof, and any assignee or successor in interest of such lienholder, shall be subject to the terms and conditions of this Declaration.

9. Release from Liability. Any person acquiring fee or leasehold title to Parcel C, or any portion thereof, shall be bound by this Declaration only as to Parcel C or portion of Parcel C acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner of Parcel C or portion of Parcel C, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this Agreement shall continue to be servitudes upon Parcel C and run with the land.

10. Breach. In the event of breach or threatened breach of this Declaration, only the Parcel C Owner and the Declarant shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. Prior to either party seeking relief for an event of default hereunder, the party seeking relief shall provide written notice of the default to the other party, with such notice containing a description of the default in reasonable detail. The recipient shall have thirty (30) days after receipt of such notice to cure the default, and if such default is not capable of being cured within thirty (30) days, the recipient shall have up to an additional thirty (30) days to cure the default so long as it continues to diligently pursue a cure. If the default remains uncured after such period, then the non-defaulting party may institute proceedings for full and adequate relief. Notwithstanding the foregoing to the contrary, in the event of a breach that results in an imminent, serious threat to persons or an imminent, serious and material threat to property, and the alleged breaching party fails to respond to a written notice (which may be provided by email) from the party seeking relief within twenty-four (24) hours, then the party seeking relief may immediately institute such proceedings as it deems reasonable necessary to prevent further damage or injury and cure the breach to the extent necessary to prevent further damage or injury and such costs shall be reimbursed by the alleged breaching party.

11. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Declaration shall bind and inure to the benefit of the party hereto, its respective heirs, representatives, ground lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

12. Amendments and Modifications. This Declaration (including exhibits) may be modified or canceled only by the mutual agreement of (a) the Declarant as long as it or its affiliate has any interest in the Property, or its successors in interest, and (b) the Parcel C Owner, as long as it or its affiliate has any interest in Parcel C.

13. Duration. Unless otherwise canceled or terminated, all of provisions in this Declaration shall continue as follows: (a) as to the covenants and conditions in Section 3, such covenants and conditions shall terminate as of the later of (i) thirty (30) years after the date hereof or (ii) the date required under the Ordinance; and (b) as to the provisions of Sections 4 through 16 for ninety-nine (99) years from the date hereof.

14. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

15. Entire Agreement. This Declaration constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Declaration once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

16. Transfer of Interests; Notices.

(a) In the event that any person or entity (the “**Acquiring Party**”) shall acquire a fee or mortgage interest in Parcel A, Parcel B, or Parcel C, or any portion thereof, the Acquiring Party shall execute and file in the Circuit Court, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the “**Notice Statement**”). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in any tract subject to this Declaration, or any portion thereof, as reflected by the Notice Statements then of record in the Circuit Court (the “**Existing Interest Holders**”). Any notices delivered by the Declarant or the Parcel C Owner hereunder shall also be delivered to any Acquiring Party that has filed a Notice Statement. Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section 16(a), it shall not be entitled to receive any notice required or permitted to be given under this Agreement, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section 16(a) regarding the recordation of the Notice Statement are deemed satisfied with respect to the Declarant and the Parcel C Owner.

(b) All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by Federal Express, United Parcel Service, or similar overnight delivery service, addressed as follows:

Declarant: Woodleigh Chase, LLC
c/o Erickson Living Management, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attention: Sean Sands

With a copy to:

Erickson Living Management, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attention: Susan L. Oliveri, Esquire, General Counsel

Parcel C Owner Arlington Partnership for Affordable Housing, Inc.
4318 N. Carlin Spring Road
Arlington, Virginia 22203
Attn: Nina Janopaul, President

With a copy to:

Gallagher Evelius & Jones LLP
218 N. Charles Street, Suite 400
Baltimore, Maryland 21201
Attn: Benjamin J. Rubin, Esq.

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in Parcel A or Parcel C, said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the Circuit Court. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the Circuit Court. Until such time as the notice of change is effective pursuant to the terms of this Section 16 and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party.

SIGNATURE AND ACKNOWLEDGEMENT ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first written above.

WOODLEIGH CHASE, LLC

By: _____
Name: _____
Title: _____

STATE OF MARYLAND
COUNTY OF _____, to-wit:

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this ____ day of _____, 20__, by _____, acting in his/her capacity as _____ of WOODLEIGH CHASE, LLC, a Maryland limited liability company, on behalf of the company.

My commission expires: _____

Notary Public

EXHIBIT A
to Declaration of Covenants, Conditions and Restrictions

Legal Description of Property

Beginning at a point on the southerly right of way line of Braddock Road (Rt. 620), said point being N12°25'54"W, 1.20 feet from the northeasterly corner of Parcel C, Section 22, Kings Park West as recorded in Deed Book 4873 at page 226; thence with the southerly right of way line of said Braddock Road the following nineteen courses:

S88°51'01"E, 238.78 feet

with a curve to the right with a radius of 88.00 feet and whose chord is S78°04'09"E, 32.93 feet, an arc distance of 33.13 feet

with a curve to the left with a radius of 112.00 feet and whose chord is S78°03'57"E, 41.90 feet, an arc distance of 42.15 feet

S88°51'01"E, 33.46 feet

S01°08'59"W, 7.00 feet

S88°51'01"E, 17.00 feet

N01°08'59"E, 7.00 feet

with a curve to the left with a radius of 62.00 feet and whose chord is N75°48'32"E, 32.81 feet, an arc distance of 33.20 feet

with a curve to the right with a radius of 38.00 feet and whose chord is N75°48'26"E, 20.11 feet, an arc distance of 20.35 feet

S88°51'01"E, 615.46 feet

with a curve to the right with a radius of 290.00 feet and whose chord is S83°06'40"E, 58.00 feet, an arc distance of 58.10 feet

with a curve to the left with a radius of 310.00 feet and whose chord is S83°06'40"E, 62.00 feet, an arc distance of 62.10 feet

S88°51'01"E, 215.03 feet

S34°08'20"E, 18.99 feet

N83°15'03"E, 96.41 feet

N38°36'48"E, 17.95 feet

S88°51'01"E, 117.79 feet

with a curve to the right with a radius of 1592.02 feet and whose chord is S83°09'08"E, 316.12 feet, an arc distance of 316.64 feet

S77°27'16"E, 119.14 feet

to a point marking the northernmost corner of Outparcel "A", Commonwealth of Virginia, Department of Motor Vehicles (DMV) as recorded in Deed Book 24338 at page 286; thence departing the southerly right of way line of aforementioned Braddock Road and with the westerly and southerly lines of said Outparcel "A" the following four courses:

S57°08'49"W, 35.12 feet

S11°44'49"W, 185.27 feet

S00°05'50"W, 170.43 feet

S89°55'24"E, 547.51 feet

to a point on the westerly line of Department of State Police as recorded in Deed Book 5647 at page 334; thence departing the southeasterly corner of aforementioned Outparcel "A" and with the westerly line of said Department of State Police S02°53'47"W, 701.29 feet to an angle point on the northwesterly line of Parcel B, A. Micheaux Raine Gilbert Property as recorded in Deed Book 5824 at page 1191; thence departing the southwesterly corner of aforementioned Department of State Police and with the northwesterly line of said Parcel B the following six courses:

S31°17'21"W, 75.37 feet

S18°47'59"W, 82.43 feet

S36°29'14"W, 48.03 feet

S56°23'37"W, 82.92 feet

S41°01'38"W, 49.60 feet

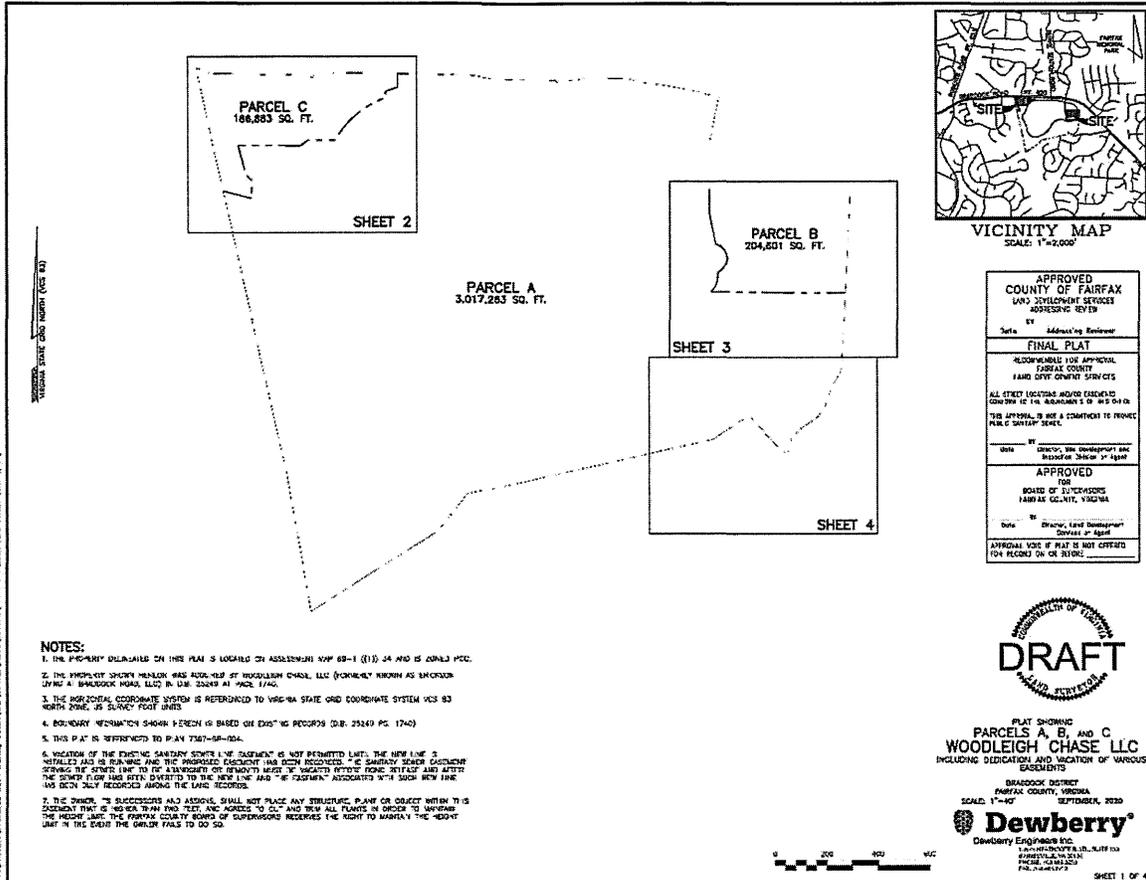
S02°35'28"W, 45.24 feet

to a point on the northerly line of Outlot "A", Penns Crossing as recorded in Deed Book 23828 at page 1982; thence departing the southwesterly corner of aforementioned Parcel B and with the northerly line of said Outlot "A" and continuing with the northerly line of Outlot C, The Judd Property as recorded in Deed Book 9916 at page 1593 S76°09'54"W, 30.03 feet to a point marking the easternmost corner of Lot 190, Briarwood, as recorded in Deed Book 5838 at page 725; thence departing the northwesterly corner of said Outlot C and with the northeasterly line of said Lot 190 and continuing with the northeasterly line of Parcel 'E', Briarwood as recorded in Deed Book 5838 at page 725 N41°41'09"W, 193.76 feet to an angle point marking the northernmost corner of said Parcel 'E'; thence with the northerly line of Parcel 'E' S56°11'54"W, 171.65 feet to an angle point; thence continuing with the northerly line of Parcel 'E' and also with the northerly right of way line of Aspen Hollow Way (Rt. 5994) and the northerly line of Parcel 'D', Briarwood as recorded in

Deed Book 5838 at page 725 S77°29'40"W, 961.37 feet to an angle point; thence continuing with the northwesterly line of said Parcel 'D' and the northwesterly line of Lot 162, Briarwood as recorded in Deed Book 5838 at page 725 S37°05'41"W, 182.72 feet to an angle point marking the northernmost corner of Lot 161, Briarwood as recorded in Deed Book 5838 at page 725, said point also being the northeasterly corner of field identified Gore Area; thence departing the westernmost corner of said Lot 162 and the northernmost corner of said Lot 161 and with the northerly line of said Gore Area S57°34'51"W, 577.65 feet to a point on the easterly line of Lot 1865, Section 21, Kings Park West as recorded in Deed Book 4717 at page 321, said point being N09°55'09"W, 10.60 feet from the southeasterly corner of said Lot 1865; thence departing the northwest corner of said Gore Area and with the easterly lines of said Lot 1865 and continuing with the easterly line of Lot 1866, Section 21, Kings Park West as recorded in Deed Book 4717 at page 321 and aforementioned Parcel C N09°55'09"W, 543.26 feet to an angle point; thence continuing with the easterly line of said Parcel C and southerly right of way line of aforementioned Braddock Road N12°25'54"W, 1601.18 feet to the point of beginning, containing 3,435,403 square feet or 78.86601 acres of land.

EXHIBIT B
to Declaration of Covenants, Conditions and Restrictions

Plat³



³ NTD: May be updated as plat is updated

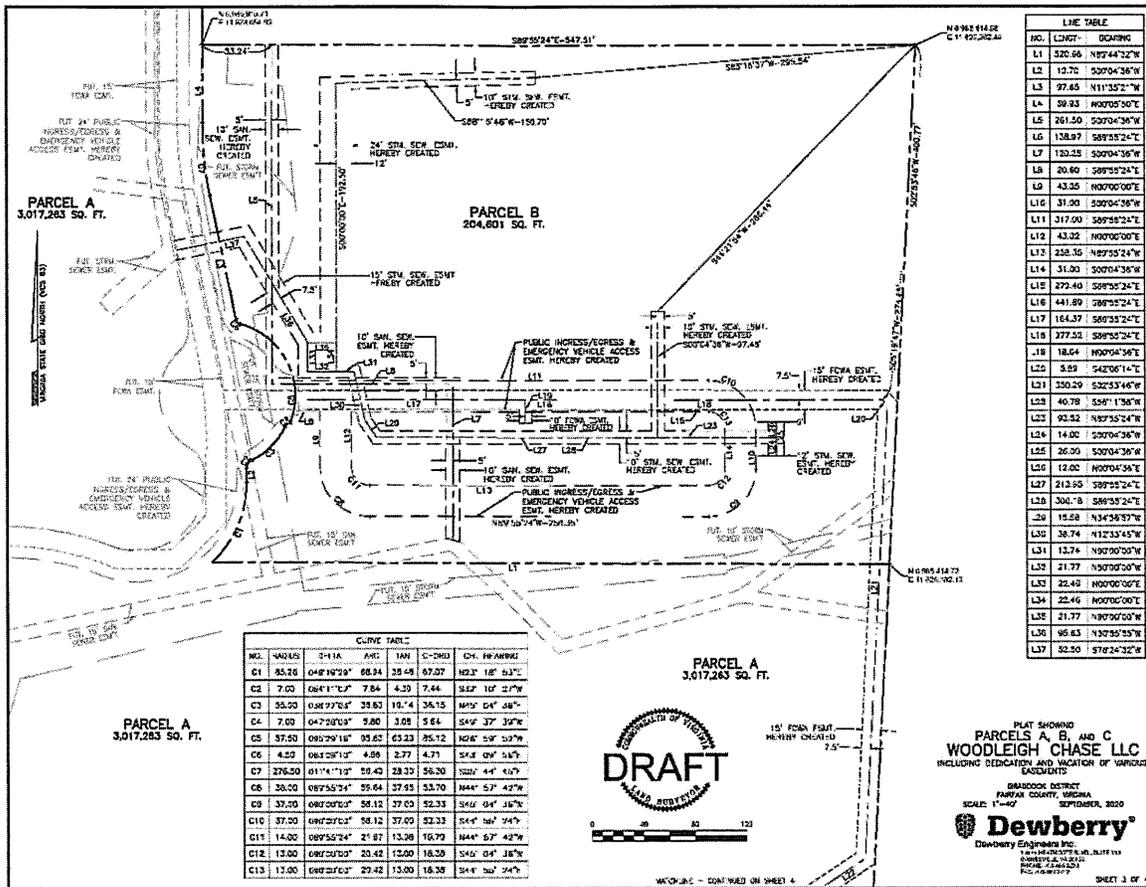


EXHIBIT B-1
to Declaration of Covenants, Conditions and Restrictions

Description of Parcel A

EXHIBIT B-2
to Declaration of Covenants, Conditions and Restrictions

Description of Parcel B

EXHIBIT B-2
to Declaration of Covenants, Conditions and Restrictions

Description of Parcel C

EXHIBIT B-2
to Declaration of Covenants, Conditions and Restrictions

Description of Parcel C

**DESCRIPTION OF
PROPOSED PARCEL C
PART OF THE PROPERTY OF
WOODLEIGH CHASE, LLC
(FORMERLY ERICKSON LIVING AT BRADDOCK ROAD, LLC D.B. 25249 PG. 1740)**

**BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point on the easterly line of Parcel C, Section 22, Kings Park West as recorded in Deed Book 4873 at page 211; said point being S12°25'54"E, 3.72 feet from the northeasterly corner of said Parcel C; thence departing the easterly line of Parcel C and through the property of Woodleigh Chase, LLC the following courses:

S88°57'54"E, 2.42 feet;

with a curve to the right with a radius of 12.00 feet and whose chord is S77°43'57"E, 4.67 feet, an arc distance of 4.71 feet;

S66°30'01"E, 25.35 feet;

with a curve to the left with a radius of 103.00 feet and whose chord is S77°38'59"E, 39.83 feet, an arc distance of 40.09 feet;

S88°47'58"E, 240.52 feet;

N46°35'12"E, 5.67 feet;

S85°38'31"E, 30.55 feet;

to a point on the southerly right of way line of Braddock Road (Rt. 620); thence with the southerly right of way line of Braddock Road S88°51'01"E, 17.00 feet; thence departing the existing southerly right of way line of Braddock Road and through the property of Woodleigh Chase, LLC the following courses:

S83°17'49"E, 15.45 feet

S88°39'34"E, 53.73 feet

S01°20'26"W, 6.00 feet;

S88°39'34"E, 19.00 feet;

N01°20'26"E, 6.00 feet;

S88°39'34"E, 49.46 feet;

with a curve to the left with a radius of 33.00 feet and whose chord is N70°42'45"E, 23.25 feet, an arc distance of 23.76 feet;

N50°05'04"E, 5.56 feet;

with a curve to the right with a radius of 7.00 feet and whose chord is N70°35'37"E, 4.91 feet, an arc distance of 5.01 feet;

S88°53'50"E, 243.57 feet;

S01°12'44"W, 52.28 feet;

S70°22'35"W, 47.06 feet;

S00°17'45"E, 24.32 feet;

with a curve to the left with a radius of 355.00 feet and whose chord is S50°03'24"W, 255.17 feet, an arc distance of 261.01 feet;

N89°42'42"W, 104.79 feet;

S52°50'11"W, 35.48 feet;

N89°45'07"W, 237.03 feet;

S14°31'46"E, 116.66 feet;

S44°46'11"E, 29.84 feet;

S00°52'37"E, 70.49 feet;

N74°50'20"W, 113.53 feet;

to a point on the easterly line of aforementioned Parcel C; thence with the easterly line of Parcel C N12°25'54"W, 482.25 feet to the point of beginning, containing 186,821 square feet or 4.28883 acres, more or less.

EXHIBIT C
to Declaration of Covenants, Conditions and Restrictions

Construction Timeline

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first written above.

WOODLEIGH CHASE, LLC

By: _____

Name: _____

Title: _____

STATE OF MARYLAND

COUNTY OF _____, to-wit:

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this ____ day of _____, 20__, by _____, acting in his/her capacity as _____ of WOODLEIGH CHASE, LLC, a Maryland limited liability company, on behalf of the company.

My commission expires: _____

Notary Public

EXHIBIT C

Proffers

[attached]

PROFFERS

ERICKSON LIVING AT BRADDOCK ROAD LLC RZ 2018-BR-026

May 30, 2019

Pursuant to Section 15.2-2303(A) of the Code of Virginia, 1950, as amended, and Section 18-204 of the Zoning Ordinance of Fairfax County 1978, as amended (hereinafter referred to as the "Zoning Ordinance"), Erickson Living at Braddock Road LLC, for and on behalf of itself and its successors and/or assigns (hereinafter collectively referred to as the "Applicant"), in RZ 2018-BR-026 filed on property identified as Fairfax County Tax Map 69-1 ((1)) 34 (hereinafter referred to as the "Application Property") hereby proffers the following, provided that the Board of Supervisors (the "Board") approves a rezoning of the Application Property from the R-1 District to the PCC District. In the event this rezoning is denied by the Board, these proffers and conditions will immediately be null and void.

1. CONCEPTUAL/FINAL DEVELOPMENT PLAN (CDP/FDP)

- A. Development Plan. Subject to the provisions of Section 16-402 of the Zoning Ordinance, the Application Property will be developed in substantial conformance with the Conceptual Development Plan/Final Development Plan (CDP/FDP), prepared by Dewberry Engineers, Inc. dated December 20, 2018, and revised through May 15, 2019.
- B. Proffered Development Plan. Notwithstanding that the CDP/FDP is presented on twenty-five (25) sheets, it is understood that the proffered portion of the CDP will be the entire plan relative to the points of access, the maximum floor area ratio (FAR), the total number and type of units, building heights, the amount of open space, setbacks from peripheral lot lines and the general location and arrangement of buildings and parking. The Applicant has the option to request a Final Development Plan Amendment ("FDPA") for elements other than the CDP elements from the Planning Commission for all or a portion of the FDP in accordance with the provisions set forth in Section 16-402 of the Fairfax County Zoning Ordinance (the "Zoning Ordinance").
- C. Minor Modifications. Pursuant to Section 16-402 of the Zoning Ordinance, minor modifications to the FDP may be permitted as determined by the Zoning Administrator. The Applicant will have the flexibility to modify the layout shown on the FDP, which will include the flexibility to modify building footprints based on final engineering and design, decrease the maximum FAR, or decrease the total number of units shown on the FDP, without requiring approval of an FDPA provided such changes are in substantial conformance with the FDP as determined by the Zoning Administrator and do not increase the total number of units, decrease the amount of open space, decrease the setback from peripheral lot lines, change the number and/or location of access points, or reduce landscaping as shown on the CDP/FDP. Modifications to clearing limits shown on the

CDP/FDP may be permitted at site plan in response to final design without requiring approval of a Proffered Condition Amendment (“PCA”), CDPA or FDPA provided such modifications are determined to be in substantial conformance with the CDP/FDP and these proffers.

- D. Minor Variations. Minor variations to these proffered conditions and the CDP/FDP may be approved without a public hearing in accordance with the provisions of Section 18-204 of the Zoning Ordinance without the need for a PCA, CDPA or FDPA.
- E. Severability and Future Applications. Pursuant to Paragraph 6 of Section 18-204 of the Zoning Ordinance, portions of the Application Property may be the subject of a separate PCA, FDPA, Special Exception (“SE”), Special Permit (“SP”), variance and/or other similar land use application, without the joinder and/or consent of the owner(s) of the other portions of the Application Property, provided that such application will not change, cause or require a change to the general layout, physical improvements and/or access for other portions of the Application Property. Previously approved proffered conditions or development conditions applicable to the portion(s) of the Application Property, which are not the subject of such an application, will otherwise remain in full force and effect as to any such portion(s) of the Application Property not included.
- F. Development Phasing. Development of the Application Property will occur in phases subject to these Proffers and compliance with all applicable codes, ordinances and other regulations, and provided that required parking, infrastructure, on-site recreational amenities, stormwater management and best management practice facilities are constructed concurrently to support each phase of the development.

2. PROPOSED DEVELOPMENT

- A. Uses. The Application Property will be developed with the following permitted principal and secondary uses as identified on the CDP/FDP up to a maximum 0.60 FAR:
 - (i) Continuing Care Facility. A Continuing Care Facility (CCF) consisting of up to 1,050 independent living apartment units (“Independent Living Units”) and up to 175 assisted living, skilled nursing and/or memory care units (collectively, “Assisted Living Units”). The Applicant reserves the right to modify the mix of Independent Living and Assisted Living Units, provided that the maximum number of CCF units constructed on the Application Property does not exceed 1,225. The CCF may also include permitted secondary uses as set forth in Section 6-603 of the Fairfax County Zoning Ordinance provided the maximum FAR is not exceeded. All secondary uses included in the CCF will be private for exclusive use by the residents of the CCF, their guests and invitees. Permitted secondary uses in the CCF may include, but are not limited to, the following:

- a. Accessory uses, accessory service uses, and home occupations as permitted by Article 10 of the Zoning Ordinance;
 - b. Automated teller machines;
 - c. Business service and supply establishments;
 - d. Restaurants, Carryout Restaurants and Quick Service Food Stores;
 - e. Offices;
 - f. Theaters;
 - g. Retail sales establishments;
 - h. Health clubs;
 - i. Kennels (if located within a completely enclosed building);
 - j. Community uses;
 - k. Financial Institutions (exclusive of drive-through facilities);
 - l. Garment cleaning establishments; and
 - m. Churches, chapels, temples, synagogues and other places of worship.
- (ii) Age Restricted Affordable Housing. An age-restricted affordable multifamily building(s) consisting of up to 76,800 square feet of gross floor area (GFA) (approximately, but not limited to, eighty (80) units) (the "Affordable Housing"). The Affordable Housing will be constructed by others in accordance with Proffer 14.
- (iii) Community Recreation Facility. A publicly accessible Community Recreation Facility consisting of an indoor facility up to 35,000 square feet of GFA and an associated outdoor community park area. The Community Recreation Facility and community park area will be constructed by others in accordance with Proffer 9.B.
- B. Temporary Marketing Facility. A temporary marketing facility, consisting of up to 5,500 square feet of GFA and associated surface parking, will be located on the Application Property prior to and during the construction of the first phase of the CCF development subject to the issuance of a Temporary Special Permit (TSP). Access will be provided from the private entry drive shown in the CDP/FDP. The temporary marketing facility will be characterized by muted colors and landscaping around the perimeter, as depicted in the illustrative image provided on Sheet 20 of the CDP/FDP. The temporary marketing facility and surface

parking will be removed no later than six (6) months following the issuance of the first Residential Use Permit (RUP) for the first building constructed as part of the CCF development or upon expiration of the TSP, whichever occurs first. The access to the Temporary Marketing Facility from the private entry drive will be closed within ninety (90) days of the issuance of the first RUP for the first building constructed as part of the CCF development or upon expiration of the TSP, whichever occurs first. Upon removal, the Applicant will grade and landscape the area and establish a passive park as shown on the CDP/FDP. The passive park may include, but will not be limited to, landscaping and planting beds, benches and walkways. The Applicant will provide signage along the Private Entry Drive indicating that the passive park is open to the public. The final layout and design elements of the passive park will be determined within the Applicant's discretion at the time of site plan and provided to the Department of Planning and Zoning (DPZ) for review upon removal of the Temporary Marketing Facility. The passive park will be owned and maintained by the Applicant subject to a public access easement. The easement will reserve to the Applicant the right to establish reasonable rules and regulations for the passive park including, but not limited to, hours when open to the public and the ability to reasonably restrict access to all users for violations of those rules and regulations, for special events, for security, for maintenance and repairs and/or for safety purposes.

- C. Intensity/Density Credit. All intensity/density attributable to land area dedicated from the Application Property as designated on the CDP/FDP and conveyed at no cost to the Board or the Fairfax County Park Authority (FCPA), or as many be reasonably required at the time of site plan, will be subject to the provisions of Paragraph 4 of Section 2-308 of the Zoning Ordinance and is hereby reserved to the Application Property.
- D. Fire Marshal Evaluation. Changes to the CDP/FDP may be permitted in response to the review of site plans by the Fire Marshal, including, but not limited to, adjustments to landscaping, sidewalks/trails and/or amenities as necessary to allow for required emergency vehicle access, without requiring approval of a PCA or an amendment to the CDP/FDP, provided that such changes are approved by the Zoning Administrator in consultation with other applicable agencies as determined by the Zoning Administrator, which may include the Fairfax County Department of Transportation (FCDOT), the Urban Forestry Management Division (UFMD), the Fairfax County Park Authority (FCPA) and are in substantial conformance with the CDP/FDP and these proffers.
- E. VDOT Evaluation. Changes to the CDP/FDP may be permitted in response to the review of site plans by the Virginia Department of Transportation (VDOT), including adjustments to streetscape, sidewalks/trails, bus shelter locations and/or other amenities as necessary without requiring approval of a PCA, CDPA or FDPA, provided that such changes are approved by the Zoning Administrator in consultation with other applicable agencies as determined by the Zoning

Administrator, which may include FCDOT, UFMD, FCPA, and are in substantial conformance with the CDP/FDP and these proffers.

3. TRANSPORTATION IMPROVEMENTS

- A. Construction. For purposes of the transportation improvements described in this Proffer, the term “construct” will mean the improvement is available for use by the public regardless of whether or not VDOT has accepted the improvement for maintenance.
- B. Dedication of Braddock Road Frontage. Subject to VDOT approval, the Applicant will dedicate at no cost and convey in fee simple with no encumbrances to the Board right-of-way with a variable width along the Application Property’s Braddock Road frontage, ranging from a minimum of 47.5 feet from the centerline up to a minimum of 59.5 feet from the centerline where right turn lanes into the Application Property are existing or proposed, as shown on the CDP/FDP. The right-of-way dedication shown on the CDP/FDP may be adjusted at the time of site plan provided that the minimum dimensions above are provided. Dedication will be made at the time of the first site plan approval for the first phase of the CCF or upon written demand of either Fairfax County or VDOT, whichever should first occur.
- C. Dedication of Interior Public Street. Subject to VDOT approval, the Applicant will construct and dedicate at no cost and convey in fee simple with no encumbrances to the Board a public street as shown on the CDP/FDP that provides access to Fairfax County Tax Map 69-1 ((1)) 34B, the Community Recreation Facility, and the CCF. Dedication will be made prior to the first site plan approval for the first phase of the CCF, exclusive of the temporary marketing facility, or upon written demand of either Fairfax County or VDOT, whichever should first occur. In the event that VDOT does not accept a dedication of the Interior Public Street, it will remain in private ownership and the Applicant will grant a public ingress/egress and emergency vehicle access easement over the street. If the Interior Public Street is privately owned, the Applicant reserves the right to enter into a cost sharing agreement for maintenance with the owners of Tax Map 69-1 ((1)) 34B and the Community Recreation Facility.
- D. Construction of Interior Public Street. Subject to VDOT approval, prior to the issuance of the first RUP for the CCF, exclusive of the temporary marketing facility, the Applicant will construct and open to traffic the interior public street shown on the CDP/FDP.
- E. Braddock Road Trail. Subject to VDOT approval, the Applicant will install a ten (10) foot wide asphalt trail along the Application Property’s Braddock Road frontage within the dedicated right-of-way as shown on the CDP/FDP. Said trail will be constructed prior to the issuance of the first RUP for the first permanent building constructed as part of the CCF development on the Application Property.

- F. Turn Lane. Subject to VDOT approval, the Applicant will construct an eastbound right-turn lane on Braddock Road consisting of approximately one hundred (100) feet of vehicle storage and an approximately one hundred (100) foot taper as identified on the CDP/FDP prior to the issuance of the first RUP for the first permanent CCF building constructed as part of the CCF development on the Application Property.
- G. Bus Shelters. Subject to VDOT and FCDOT approval the Applicant will install two (2) bus shelters with concrete pads within the right-of-way along the Application Property's Braddock Road frontage as shown on the CDP/FDP prior to the issuance of the RUP for the first permanent CCF building constructed as part of the CCF development on the Application Property. Notwithstanding the bus shelter locations shown on the CDP/FDP the final design and location of the bus shelters will be determined at time of site plan approval in coordination with VDOT and FCDOT. The final locations of the bus shelters may necessitate adjustments to landscaping or right-of-way dedication as shown on the CDP/FDP, which will be accommodated without the necessity of a PCA, CDPA or FDPA, provided that such adjustments are in substantial conformance with the CDP/FDP.
- H. Private Streets. The ring road and all internal private streets on the Application Property intended to serve the CCF will be constructed of materials and depth of pavement consistent with public street standards and in accordance with the Fairfax County Public Facilities Manual (PFM). An emergency vehicle access easement in a form acceptable to the County Attorney will be granted over the ring road and each private street prior to the issuance of the first RUP for the respective permanent CCF building located adjacent to such private street section.
- I. Internal Pedestrian Circulation. Internal pedestrian circulation will be provided in the form of private trails and walkways throughout the Application Property as identified on the CDP/FDP. Except as otherwise indicated on the CDP/FDP, all permanent trails and walkways will meet the accessibility standards as required by the Americans with Disabilities Act. The Applicant reserves the right to modify the layout and alignment of the internal trails and walkways based on final design, provided that pedestrian connectivity is maintained throughout the Application Property and the limits of clearing and grading are not increased. Installation of the internal private trails and walkways will be phased with the phased construction of the CCF, provided that the trails and walkways for each phase are in place prior to the issuance of the first RUP for that phase.
- J. Entry Drive and Vehicular Turnaround. At the time of approval of the first site plan that includes a permanent CCF building, the Applicant will grant a public ingress/egress and emergency vehicle access easement over the private entry drive and Vehicular Turnaround as shown on the CDP/FDP. The private entry drive and Vehicular Turnaround will be constructed in accordance with VDOT standards for public streets. The Applicant will perform all maintenance of the private entry drive and Vehicular Turnaround, including snow removal, from Braddock Road to the proposed public roadway identified on the CDP/FDP. The

ement will prohibit the Applicant from closing or blocking access to the private entry drive and Vehicular Turnaround, except as may be reasonably necessary for maintenance. At such times as the private entry drive is closed for maintenance, two-way traffic will be maintained to provide access to the signal.

- K. Signalized Intersection Improvements. Prior to the issuance of the first RUP for the first permanent building constructed as part of the CCF, exclusive of the temporary marketing facility, the Applicant will construct the northbound approach of the intersection of Braddock Road and Burke Station Road to include separate left turn, through and right turn lanes as shown on Sheet 4 of the CDP/FDP. The Applicant will also perform any necessary signal modifications to the traffic signal at the intersection of Braddock Road and Burke Station Road that may be necessary, subject to VDOT approval.
- L. Pedestrian Crosswalks. Prior to the issuance of the first RUP for the first permanent building constructed as part of the CCF, if approved by VDOT, the Applicant will install striped crosswalks for pedestrians across the Braddock Road access points shown on the CDP/FDP. If the striped crosswalks are not approved by VDOT, this Proffer will be null and void and of no further effect.

4. PARKING

- A. CCF Resident and Employee Parking. On-site parking for the CCF will be provided in parking garages located beneath the CCF buildings and surface parking areas. Each Independent Living Unit will be assigned one (1) reserved garage parking space. Surface parking spaces located throughout the CCF as shown on the CDP/FDP will be available to residents, guests and CCF employees within the discretion of the Applicant.
- B. Affordable Housing Parking. On-site parking for the Affordable Housing will be provided in a surface parking area as shown on the CDP/FDP. A maximum of eighty one (81) parking spaces will be provided for the Affordable Housing. The Applicant or the Affordable Housing developer may reduce the number of Affordable Housing parking spaces at the time of site plan without the need for a PCA, CDPA, FDPA or parking reduction, provided that the number of spaces provided is equivalent to the requirements for Independent Living dwelling units in accordance with Article XI of the Zoning Ordinance. The Applicant or the Affordable Housing developer may further reduce the number of parking spaces for the Affordable Housing through a parking reduction in accordance with Proffer 4.D.
- C. Parking Assessment. With the site plan submitted for each phase of development of the CCF, the Applicant will determine the number of surface parking spaces needed for that phase. Prior to the site plan submission for each phase of the CCF subsequent to the first phase, the Applicant will evaluate existing parking demand generated by the CCF. If, based on current parking demand, the Applicant determines that fewer surface parking spaces are needed for any given phase, the

Applicant will reduce the number of surface parking spaces identified on the CDP/FDP, as long as the minimum Zoning Ordinance parking requirement is met or a parking reduction is approved in accordance with Proffer 4.D. This determination will be made at the sole discretion of the Applicant in consultation with LDS. Said assessments by the Applicant will cease for any phases of the CCF after the first phase if LDS determines that such assessments are no longer needed. The Applicant reserves the right to provide additional surface parking in the first phase of development of the CCF in anticipation of higher parking demands upon commencement of operations. Any additional surface parking provided with the first phase will not exceed the maximum number of surface parking spaces for the CCF identified on the CDP/FDP.

- D. Parking Reduction. Nothing herein will preclude the Applicant, FCPA or the future owner of the Affordable Housing from requesting a parking reduction in the future if it is determined by the Applicant, FCPA or the future owner of the Affordable Housing, respectively, that the parking represented on the CDP/FDP is not required. Said reduction will be processed through the submission of a parking demand analysis to be reviewed and approved by Land Development Services (LDS). Any parking reduction approved by LDS will not necessitate the approval of a PCA, CDPA or FDPA.
- E. Shuttle Spaces. With the site plan submitted for each phase of development of the CCF, the Applicant will identify parking spaces to be reserved for private shuttle parking.
- F. Loading Spaces. With the site plan submitted for each phase of development of the CCF, loading spaces will be provided as identified on the CDP/FDP. Notwithstanding the loading spaces identified on the CDP/FDP, the Applicant reserves the right to modify the number and location of loading spaces at the time of site plan based on final design, provided that the loading spaces are distributed throughout the CCF.

5. FIRE AND RESCUE

- A. Traffic Signal Pre-emption Equipment Contribution. Prior to the first site plan approval for the first phase of CCF development that includes permanent construction, exclusive of the temporary marketing facility, the Applicant will contribute the sum of fifty thousand dollars (\$50,000.00) to the Capital Project entitled Traffic Light Signals in Fund 300-C30070, Public Safety Construction, for the installation of signal pre-emption equipment at the intersection of Braddock Road and Burke Station Road and at four (4) other intersections within the Braddock Magisterial District as determined by the Fairfax County Fire and Rescue Department (FRD). The Applicant will not be responsible for the installation, ongoing maintenance, or repair of the signal pre-emption equipment.
- B. Monetary Contribution. Prior to the issuance of a RUP for each unit in the CCF development, the Applicant will provide a monetary contribution to the FRD

Ambulance Replacement Reserve Fund in the amount of one hundred eighty three dollars and sixty seven cents (\$183.67) per unit, to be used at the sole discretion of FRD. Based on 1,225 proposed CCF units, the maximum amount of this contribution is limited to \$225,000.00, however, the actual contribution will be based on the number of CCF units actually constructed. The Applicant reserves the right to make payments toward this monetary contribution earlier than required by this proffer.

6. LANDSCAPING

- A. Landscape Planting Plan. As part of the first and all subsequent site plan submissions, the Applicant will include a landscape planting plan and specifications for review and approval by UFMD. The landscape planting plan will be in conformance with the types and quantity of planting and landscape materials shown on Sheets 5 through 8 of the CDP/FDP, however, the Applicant reserves the right to include additional landscaping not shown on the CDP/FDP at the time of site plan. The landscape planting plan and specifications will incorporate sustainable landscape planting techniques designed to reduce maintenance requirements, contribute to improved air quality, stormwater management, and resources conservation capabilities that may be provided by trees and other vegetation. Such techniques may include, but are not limited to, the following:
- (i) The reduction of turf areas to minimize mowing operations and resulting air pollution. Mulched planting beds that incorporate groups of trees and other vegetation will be utilized where feasible to provide a root zone environment favorable to trees and other vegetation.
 - (ii) The provision of a diverse selection of non-invasive and, to the extent feasible, native plants to encourage native pollinators and reduce the need for supplemental watering and the use of chemical fertilizers, herbicides and chemical control of harmful insects and disease.
 - (iii) Where feasible, the grouping of overstory trees, understory trees, shrubs and groundcovers.
- B. Foundation Plantings. The landscape planting plan submitted with each site plan submission will include foundation plantings around the perimeter of the CCF buildings that are generally consistent with the typical provided on Sheet 5A of the CDP/FDP. Final design of the foundation plantings will be determined by the Applicant at the time of site plan.
- C. Landscape Planting Pre-Installation Meeting. Prior to installation of any plants to meet the requirements of the approved landscape planting plan, the Applicant or its designated representative will coordinate a pre-installation meeting on the Application Property with the landscape contractor, UFMD staff and any additional appropriate parties. Any proposed changes to planting locations,

tree/shrub planting sizes, and species substitutions shown on the approved plan will be reviewed and approved by UFMD prior to planting. The installation of plants not approved by UFMD may require a revision to the landscape planting plan or removal and replacement with approved trees/shrubs prior to bond release.

- D. Soils. Soil in planting areas that contain construction debris and rubble, is compacted or unsuitable for the establishment and long-term survival of landscape plants, will be the subject of remedial action to restore planting areas. The Applicant will provide notes and details specifying how such soil will be restored for the establishment and long-term survival of landscape plants for review and approval by UFMD.
- E. Mulch Beds. Prior to the issuance of the first RUP for each phase of the CCF development, the Applicant will contact UFMD to request an inspection of mulch beds provided with each phase to confirm that mulch beds have been installed in accordance with the landscape planting plan.

7. TREE PRESERVATION

- A. Scope. The provisions set forth in this Proffer 7 related to the Applicant's tree preservation and invasive plant species management requirements and obligations extend only to that portion of the Application Property to be developed by the Applicant and the Vegetated Open Space area identified on Sheet 24 of the CDP/FDP. The Applicant will not be responsible for the assessment, conservation or removal of trees or invasive species in the Public Recreation Area identified on Sheet 23 of the CDP/FDP or in the area to be developed with the Affordable Housing.
- B. Tree Inventory and Condition Analysis. The Applicant will submit a Tree Inventory and Condition Analysis as part of the first and all subsequent site plan submissions for those portions of the Application Property within twenty five (25) feet of the limits of clearing and grading identified on the CDP/FDP. The Tree Inventory and Condition Analysis will be prepared by a Certified Arborist or Registered Consulting Arborist (the "Project Arborist"), and will include elements of PFM 12-0507 deemed appropriate to the project site as determined by UFMD.
- C. Tree Preservation Plan. The Applicant will submit a Tree Preservation Plan and Narrative for those portions of the Property identified on the CDP/FDP as areas of tree preservation as part of the first and all subsequent plan submissions. The Tree Preservation Plan and Narrative will be prepared by the Project Arborist, and will include elements of PFM 12-0509 deemed appropriate to the project site as determined by UFMD.
- D. Project Arborist/Pre-Construction Meeting. The Project Arborist will attend a pre-construction meeting to review the limits of clearing and grading with a UFMD representative to determine where adjustments to the clearing limits can be made to increase the area of the tree preservation and/or to increase the

survivability of trees at the limits of clearing and grading. Prior to the pre-construction meeting the Applicant will have the approved limits of clearing and grading flagged with a continuous line of flagging. Adjustments to the limits of clearing and grading will be recorded by the Project Arborist and tree protection fencing will be implemented under the Project Arborist's supervision based on these adjustments.

- E. Tree Protection Fencing. The Applicant will provide appropriate tree protection devices, based on site conditions and proposed construction activities as reviewed and approved by UFMD. Tree protection fence will consist of four-foot high welded wire attached to six-foot steel posts driven 18 inches into the ground and space no further than 10 feet apart, or super silt fence.
- F. Tree Preservation Measures. Tree preservation measures will be clearly identified, labeled, and detailed on the Erosion and Sediment Control Plan sheets and Tree Preservation Plan. Tree preservation measures may include, but are not limited to the following: root pruning, crown pruning, mulching, and watering. Specifications will be provided on the plan detailing how preservation measures will be implemented. To the extent feasible, the location of utilities will be selected in a manner to minimize impacts on trees in tree preservation areas identified on the CDP/FDP. Tree preservation activities will be completed during implementation of Phase 1 of the Erosion and Sediment Control Plan.
- G. Additional Tree Preservation Areas. At the time of site plan, the Applicant will explore additional measures to enhance the survivability of trees in those areas identified on Sheet 5 of the CDP/FDP as "Possible Ex. Trees to Remain" in consultation with UFMD. Such measures may include, but are not limited to, adjustments to the limits of clearing and grading and/or the installation of retaining walls in these areas to improve the survivability of the trees.
- H. Demolition. The demolition of all existing structures and site features within or adjacent to tree preservation areas will be accomplished in the least disruptive manner practical as reviewed and approved by UFMD. All tree preservation fencing will be in place and verified by a UFMD or other County representative prior to commencement of demolition activities.
- I. Utilities. Notwithstanding the limits of clearing and grading identified on the CDP/FDP, if it is determined at the time of site plan that additional clearing and/or grading is required to accommodate the installation, replacement or improvement of sanitary sewer lines and other necessary utilities, such additional clearing and/or grading will be limited to the extent feasible in coordination with UFMD at the time of site plan. If it is determined in consultation with UFMD that additional planting is required to offset the additional clearing and/or grading, such planting will be provided at the time of site plan without the need for a PCA, CDPA or FDPA.

- J. Site Monitoring. The Applicant's Project Arborist will be present on site during implementation of the Phase 1 Erosion and Sediment Control Plan and monitor any construction activities conducted within or adjacent to areas of trees to be preserved. Construction activities include, but may not be limited to clearing, root pruning, tree protection fence installation, vegetation/tree removal, and demolition activities. During implementation of Phase 2 Erosion and Sediment Control Plan, the Project Arborist will visit the site on a regular basis to continue monitoring tree preservation measures and ensure that all activities are conducted as identified in the Tree Preservation Plan and approved by UFMD. Written reports will be submitted to UFMD and the Site Development and Inspections Division (SDID) site inspector detailing site visits. A monitoring schedule and Project Arborist reports will be described and detailed in the Tree Preservation Plan.
- K. Invasive Plant Species Management. With the site plan for each phase of the CCF development, the Applicant will determine if invasive species are present. If necessary, areas containing plant species that are known to be invasive in quantities that threaten the long-term health and survival of the existing vegetation to be preserved will be the subject of an invasive plant species management plan in order for the area to be awarded full 10-year canopy credit. At the time of site plan submission the Applicant will provide a management plan for review and approval by UFMD specifying the common and scientific name of invasive species proposed for management, the target area for management efforts, methods of control and disposal of invasive plants, timing of treatments and monitoring, duration of the management program, and potential reforestation as needed.

8. ARCHITECTURAL DESIGN

- A. CCF Buildings. The architectural design of the CCF buildings will be in general conformance with the conceptual elevations as shown on Sheets 21 and 22 of the CDP/FDP. The design may be modified as a result of final design and engineering so long as the character and quality of the architecture and building materials of the CCF buildings remain in general conformance with that shown on the CDP/FDP. The Applicant reserves the right to make adjustments to building features at the time of final design including, but not limited to, the number, type and location of windows, balconies, building entrances, and other building elements. Building materials for the CCF buildings may include, but will not be limited to, the following:
- (i) Brick;
 - (ii) Stone and/or masonry;
 - (iii) Asphalt shingle roofs;
 - (iv) Cementitious lap siding and/or trim; and

(v) Stucco.

- B. Retaining Walls. Retaining walls will be generally consistent in appearance and materials with the illustrative images provided on Sheet 19 of the CDP/FDP. The final design and building materials for the retaining walls will be determined at the time of site plan. The Applicant will have the flexibility to adjust the locations and lengths of retaining walls as may be required pursuant to final design, however, the general location and approximate height of the retaining walls will remain as shown on the CDP/FDP.

9. RECREATION FACILITIES AND PARKS

- A. Private Recreation Facilities. The Applicant will provide indoor and outdoor private recreation facilities for the residents of the CCF. Indoor private recreation facilities within the CCF may include, but will not be limited to, fitness centers and indoor sport courts, an indoor aquatics center, activity rooms and other community gathering spaces, and such other indoor recreation amenities as determined by the Applicant at final design. A variety of outdoor private recreation facilities will be provided in a minimum of six (6) locations located throughout the CCF including, but not limited to, accessible trails and/or walking paths, garden areas, dog exercise areas, outdoor dining areas with seating, shade structures, outdoor exercise and gaming areas and such other outdoor recreation amenities as may be determined by the Applicant. The foregoing list of indoor and outdoor private recreation amenities within the CCF is non-exhaustive, and the Applicant reserves the right to modify, reconfigure, and/or provide additional indoor and outdoor private recreation facilities in the future without the need for a PCA, CDPA or FDPA.
- B. Phasing and Location of Private Recreation Facilities. Construction of the private recreation facilities set forth in Proffer 9.A. will be phased with the development of the CCF such that residents of each phase will have access to both indoor and outdoor private recreation facilities. Access to the indoor and outdoor recreation amenities will be provided through a network of exterior walkways and interior corridors as indicated on the CDP/FDP. The CCF will be organized as an integrated community consisting two or more "Neighborhoods" comprised of smaller groups of individual buildings. While all residents of the CCF will have equal access to all of the indoor and outdoor private recreational amenities provided on-site, the amenities will be dispersed throughout the CCF such that residents of each building and each Neighborhood will have convenient access to the amenities. Larger amenities intended to serve the entire community, such as the indoor aquatics center, will be centrally located on site to the extent feasible to provide convenient access to all residents. Smaller amenities intended to accommodate residents of each Neighborhood and individual buildings will be dispersed throughout the CCF. The following is a breakdown of the three amenity tiers and the types of possible indoor and outdoor amenities that may be provided in each tier:

(i) Tier 1 – Community Amenities.

- a. Pool and Spa
- b. Main fitness center
- c. Wood/hobby shop
- d. Movie theater
- e. Auditorium
- f. Resident concierge suite
- g. Putting green
- h. Bocce courts
- i. Dog park
- j. Resident gardens
- k. Outdoor dining/kitchen area
- l. Fire pit

(ii) Tier 2 – Neighborhood Amenities.

- a. Smaller specialty restaurants
- b. Commons/gathering area(s)
- c. Library
- d. Card rooms
- e. Creative arts rooms
- f. Gardening rooms
- g. Yoga Rooms
- h. Smaller fitness rooms
- i. Game dens
- j. Outdoor seating areas
- k. Shade structures

- (iii) Tier 3 – Building Amenities.
 - a. Small common gathering spaces
 - b. Library nooks
 - c. Small reading rooms
 - d. Outdoor seating areas

C. Community Recreation Facility. Prior to the issuance of the first RUP for the first new building constructed as part of the CCF development, exclusive of the temporary marketing facility, or as mutually agreed by the Applicant and the FCPA, the Applicant will dedicate to the FCPA in fee simple and without encumbrances approximately 4.7 acres of the Application Property identified on Sheet 24 of the CDP/FDP.

- (i) The dedicated area will be developed by others with the following:
 - a. A publicly accessible community recreation facility with up to 35,000 square feet of gross floor area as shown on the CDP/FDP. This building will accommodate inclusive all-abilities recreational amenities.
 - b. An outdoor community park area in the area identified on the CDP/FDP.
 - c. A surface parking lot consisting of up to 100 parking spaces. Said parking lot may be used by the CCF as mutually agreed with FCPA, but will not be used by the CCF to meet minimum parking requirements.
- (ii) Prior to dedication, the Applicant will demolish the existing structure in this location, perform any necessary clearing and grading to prepare the site for construction, install any necessary utility connections, install stormwater management facilities, and construct the surface parking lot with associated travelways as shown on the CDP/FDP. This work will be performed in accordance with a separately bonded site plan submitted and processed by and at the expense of the Applicant.
- (iii) Upon dedication and release of the site plan addressed in Proffer 9.C(ii), the Applicant will have no further responsibility for the dedicated area or the Community Recreation Facility. The Applicant will not be responsible for the design, construction or implementation of programming of the Community Recreation Facility and any associated indoor or outdoor recreation amenities. Any landscaping provided in conjunction with the Community Recreation Facility will be installed and maintained by others.

However, the Applicant reserves the right to review and comment on the design of the Community Recreation Facility within its reasonable discretion to ensure it is compatible with the CCF.

- (iv) Prior to dedication, the Applicant will clear this dedication area of waste and debris in accordance with Section 2-1002.4(B) of the Public Facilities Manual (PFM) and schedule an inspection with the FCPA Land Acquisition Manager, the Area 4 Operations Manager and the Natural Resource Protection Manager to confirm the land is acceptable for dedication.

- D. Trail. The Applicant will construct an eight (8) foot wide asphalt trail along the western portion of the Application Property as shown on the CDP/FDP. The required plans for the trail and any associated improvements will be approved and bonded prior to the issuance of a RUP for the sixth (6th) CCF building, exclusive of the temporary marketing facility. Notwithstanding the location shown on the CDP/FDP, this trail will be field located in consultation with the FCPA Trails Coordinator and UFMD at the time of site plan to minimize impacts on existing trees. Portions of the trail located outside of the dedicated area will be subject to an easement to permit access by FCPA for trail maintenance purposes.

- E. Peripheral Tree Buffer. Upon completion of the trail set forth in Proffer 9.D, but no later than prior to the issuance of a RUP for the tenth (10th) permanent CCF building exclusive of the temporary marketing facility, or at such time as mutually agreed by the Applicant and the FCPA, the Applicant will dedicate to FCPA in fee simple and without encumbrances approximately 22.6 acres of the Application Property as identified on Sheet 24 of the CDP/FDP to serve as a buffer between the Application Property and the adjacent residential communities. The existing trees located within this dedication area will remain as indicated on Sheet 5 of the CDP/FDP.

- F. Value of FCPA Dedication and Site Improvements. Prior to the issuance of the first RUP for the first new building constructed as part of the CCF development, exclusive of the temporary marketing facility, the Applicant will demonstrate that the combined value of the site improvements performed by the Applicant in accordance with Proffer 9.C(ii) and the value of the land dedicated to FCPA in accordance with Proffers 9.C and 9.E is equal to or greater than the sum of eight hundred ninety three dollars (\$893.00) per new resident in the CCF, based on the number of Independent Living units actually constructed in the CCF. Based on the formula utilized by FCPA and an anticipated 1,050 Independent Living CCF units, the combined value of the site improvements and land dedication will be a minimum of one million four hundred six thousand four hundred and seventy five dollars (\$1,406,475.00).

10. ARCHAEOLOGY

The Applicant will conduct a Phase I archaeological study on previously undisturbed areas of the Application Property located within the limits of clearing and grading, inclusive of the proposed trail along the western portion of the Application Property. The Applicant will provide the results of said study to the Archaeology and Collections Branch (ACB) of the Fairfax County Park Authority for review and approval prior to approval of the first site plan. The study will be conducted by a qualified archaeological professional approved by ACB. If the Phase I study concludes that a Phase II archaeological study is warranted, the Applicant will complete said study and provide the results to ACB prior to any land disturbing activities on the previously undisturbed areas of the Application Property. If the Phase II study concludes that an additional Phase III evaluation and/or recovery is warranted on any previously undisturbed areas of the Application Property, the Applicant will complete said work in consultation with ACB prior to or in conjunction with the issuance of a grading permit for any affected areas. Should adjustments be needed to the improvements identified on the CDP/FDP, said adjustments may be made without the necessity of a PCA, CDPA or FDPA.

11. NOISE ATTENUATION

- A. In order to reduce interior noise to a level of approximately 45 dBA Ldn, units anticipated to be impacted by traffic noise from Braddock Road having levels projected to be between 65 – 70 dBA Ldn, will have the following acoustical treatment measures:
- (i) Exterior walls will have a laboratory Sound Transmission Classification (STC) rating of at least 39.
 - (ii) Doors, windows and glazing will have a laboratory STC rating of at least 28 unless glazing constitutes more than 20% of any façade exposed to noise levels between 65 and 70 dBA Ldn. If doors, windows and other glazed areas constitute more than 20% of any facade impacted by noise, they will have the same laboratory STC ratings specified for exterior walls, or the Applicant will submit an acoustical analysis showing the composite performance of the exterior walls including doors, windows and glazing being equal to STC 39.
 - (iii) Adequate measures to seal and caulk between surfaces will be provided in accordance with methods approved by the American Society for Testing and Materials ("ASTM") to minimize sound transmission.
- B. The Applicant reserves the right to pursue other methods of mitigating highway noise impacts that can be demonstrated through an independent noise study as reviewed and approved by LDS and DPZ at the time of site plan, provided that these methods will be effective in reducing interior noise levels for residential units to approximately 45 dBA Ldn and exterior noise within outdoor recreation areas to approximately 65 dBA Ldn.

- C. Installation of features to mitigate noise not shown on the CDP/FDP may be permitted at site plan in response to the results of the noise study without requiring approval of a PCA, CDPA or FDPA provided such features are approved by the Zoning Administrator in consultation with other applicable agencies as determined by the Zoning Administrator, which may include the Zoning Administrator, and are in substantial conformance with the CDP/FDP and these proffers.

12. GREEN BUILDING PRACTICES

- A. Independent Living CCF Buildings. The Applicant will seek certification of the CCF buildings, exclusive of the Assisted Living Building, in accordance with the Earthcraft House Program as demonstrated through documentation provided to LDS and DPZ prior to the issuance of the first RUP for each building. An alternative certification may be selected by the Applicant, subject to the review and approval of the Environmental and Development Review Branch (EDRB) of the Department of Planning and Zoning (DPZ) at the time of site plan.
- B. Assisted Living Building. The Applicant will implement green building practices for the common publicly accessible areas of the Assisted Living Building, exclusive of individual Assisted Living Units:
 - (i) The Applicant will install only LED or fluorescent lamps in all interior building lighting fixtures. The Applicant will provide a maximum lighting power allowance of 1.25 watts/square foot, except to the extent a higher power allowance is required by applicable federal, state and/or local regulations or licensing. Prior to the issuance of a Non-RUP, for the Assisted Living Building the Applicant will provide proof of installation and manufacturer's product data to the Environment and Development Review Branch (EDRB) of DPZ.
 - (ii) The Applicant will install motion sensor flush valves and low-flow plumbing fixtures that have a maximum water usage as follows, in restroom facilities located in publicly accessible common areas of the CCF:
 - 1) Water closet = 1.28 gallons per flush (gpf)
 - 2) Urinals = 0.5 gpf
 - 3) Showerheads = 2.0 gallons per minute (gpm), when measured at a flowing water pressure of 80 pounds per square inch
 - 4) Lavatory Faucets = 1.5 gpm, when measured at a flowing water pressure of 60 pounds per square inch

The Applicant will provide proof of installation and the manufacturer's product data to the EDRB.

- (iii) The Applicant will install new Energy Star, or equivalent, water heaters and mechanical units. Installation locations and manufacturer's product data, including the Energy Star energy guide, if installed, will be provided to the EDRB prior to the issuance of a Non-RUP for the Assisted Living Building.

13. LIGHTING

- A. Compliance With Zoning Ordinance. All outdoor and building-mounted lighting provided on the Application Property by the Applicant will comply with the Outdoor Lighting Standards of Section 14-900 of the Zoning Ordinance.
- B. Parking Lot and Building Mounted Lighting. Light poles in surface parking lots and building-mounted lighting will utilize shielded cut-off fixtures and be directed inward and downward such that the lamp surface is not directly visible to adjacent properties.

14. AFFORDABLE HOUSING

- A. Age Restricted Affordable Housing. The Affordable Housing will be located on approximately 4.3 acres of the Application Property as shown on the CDP/FDP.
 - (i) The Applicant will enter into an agreement with a third-party non-profit developer for the development of the Affordable Housing. As part of the agreement, the land area associated with the Affordable Housing will be conveyed or leased to the third-party at no cost no later than bond release for the site development work performed by the Applicant in accordance with Proffer 14.B. If the land area is leased, and the lease is not renewed at the expiration of its term by the third-party non-profit developer or leased to another affordable housing provider, the land area and Affordable Housing building(s) will be dedicated to the Fairfax County Redevelopment and Housing Authority (FCRHA).
 - (ii) The Affordable Housing will not be a part of the CCF and will be constructed and operated by the third-party which is to be selected at the Applicant's discretion.
 - (iii) The agreement referenced in Proffer 14.A(i) will include the provision of a van or shuttle service between the Affordable Housing and the Community Recreation Facility. This service may, but is not required to, include other stops. This service will be available to the Affordable Housing residents at no charge on an as-needed basis, commencing upon the issuance of the first RUP for the Affordable Housing or the issuance of the first Non-RUP for the Community Recreation Facility, whichever occurs later. Residents of the Affordable Housing will be advised of the availability of this service at the time they enter into a lease. If it is determined by the third-party non-profit Affordable Housing developer, as

demonstrated to FCDOT, that the service is not utilized by the Affordable Housing residents after three (3) years of operation following the issuance of the final RUP for the Affordable Housing, the service may be terminated. In the event the service is terminated in accordance with this proffer, the third-party non-profit Affordable Housing developer may, but is not required to, reinstate the service in the future without the need for a PCA, CDPA or FDPA.

- (iv) The Affordable Housing will be affordable to households earning up to sixty percent (60%) of the area median income (AMI), and will be restricted to individuals sixty-two (62) years and older in accordance with all applicable state and federal fair housing regulations.
- (v) Notwithstanding the foregoing, the Applicant or the third-party developer reserves the right to enter into a separate written agreement with the appropriate Fairfax County agency as to the terms and conditions of the administration of the Affordable Housing. Such an agreement will be on terms mutually acceptable to the Applicant, the third-party developer and Fairfax County and may occur after approval of this application. Neither the Board nor the County will be obligated to execute such an agreement. If such an agreement is executed by all applicable parties, then the Affordable Housing will be administered solely in accordance with such agreement. Such an agreement and any modifications thereto will be recorded in the land records of Fairfax County.

B. Site Development. In order to facilitate the construction of the Affordable Housing, prior to the issuance of the first RUP for the first new building in the CCF, exclusive of the temporary marketing facility, the Applicant will:

- (i) Demolish the existing buildings, and perform preliminary clearing and grading reasonably necessary to prepare the area for construction;
- (ii) Install any necessary utility connections to the property line, at a minimum, and stormwater management facilities for the Affordable Housing to be located on and/or off-site from the Affordable Housing parcel; and
- (iii) Provide, at no cost to the third-party, any necessary easements, permissions and/or other agreements as deemed reasonably necessary by the Applicant to allow for the construction of the Affordable Housing.

The work described in this proffer will be performed by and at the sole cost and expense of the Applicant. The Applicant will be responsible for securing the required site plan and other approvals necessary to perform this work.

C. Value of Land and Site Improvements. Prior to the issuance of the first RUP for the first new building constructed as part of the CCF development, exclusive of

the temporary marketing facility, the Applicant will demonstrate that the combined value of the land area provided for the Affordable Housing in accordance with Proffer 14.A and the site improvements performed by the Applicant in accordance with Proffer 14.B is equal to or greater than the sum of three dollars (\$3.00) per square foot of the total GFA of the CCF as identified on the CDP/FDP. In the event that the combined value of the land area and site improvements is less than this amount, the Applicant will provide the difference as a monetary contribution to the Housing Trust Fund.

D. Timing. No RUPs for the fifth (5th) CCF building that includes Independent Living units, exclusive of the Assisted Living Building, will be issued until the third-party non-profit developer has: (1) secured all financing necessary, including Low-Income Housing Tax Credits, if applicable, and (2) obtained a building permit to allow construction of the Affordable Housing. Additionally, in no event may the Applicant proceed with the construction of the seventh (7th) CCF building until the first RUP is issued for the Affordable Housing. In the event that construction and/or occupancy of the Affordable Housing is delayed due to factors outside the Applicant's control despite diligent pursuit thereof, the Applicant may request a determination from the Zoning Administrator to allow construction of additional CCF units.

E. Architecture and Design. The architecture and design of the Affordable Housing will be determined within the discretion of the third-party non-profit developer. The Applicant reserves the right to review, comment on and reasonably approve the architectural design and materials of the Affordable Housing building(s) for compatibility with the architecture and materials of the CCF buildings, provided that such approval is not unreasonably withheld so as to cause a delay in the construction of the Affordable Housing.

15. STORMWATER MANAGEMENT

A. Subject to the approval of Land Development Services (LDS), the Applicant will implement a Stormwater Management (SWM) and Best Management Practices (BMP) plan to control the quantity and quality of stormwater runoff from the Application Property. The Applicant will provide stormwater management facilities as shown on the CDP/FDP. The Applicant will meet or exceed the minimum state and Fairfax County requirements for stormwater quantity and quality, unless otherwise waived or modified. The Applicant will achieve one hundred percent (100%) of the phosphorous load reduction through the provision of on-site BMP facilities. SWM and BMP facilities will be phased with development of the CCF.

B. The Applicant reserves the right to pursue additional SWM and/or BMP measures provided the same are in substantial conformance with the CDP/FDP. In the event that alternative SWM and/or BMP measures are selected and additional clearing is necessary, the Applicant will coordinate with UFMD and SDID at the time of site plan to ensure that the amount of additional clearing is minimized.

- C. Should new stormwater management regulations be issued affecting the Application Property, the Applicant will have the right to accommodate necessary changes to its stormwater/BMP facility designs without the requirement of a PCA, CDPA or FDPA, or gain approval of any administrative modifications to the CDP/FDP or proffers, provided the facility designs substantially conform with the CDP/FDP.

16. MISCELLANEOUS

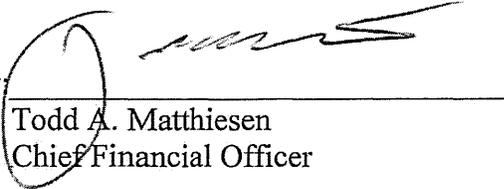
- A. Signs. Signs on the Application Property will be permitted in accordance with Article 12 of the Zoning Ordinance. The Applicant reserves the right to pursue a Comprehensive Sign Plan for the Application Property.
- B. Timing of Completion. Upon demonstration by the Applicant that, despite diligent efforts or due to factors beyond the Applicant's control, construction of any of the required improvements described herein has been delayed beyond the timeframes specified, the Zoning Administrator may agree to a later date for completion of such improvement without the necessity of a PCA, CDPA or FDPA.
- C. Successors and Assigns. These proffers will bind and inure to the benefit of the Applicant and its successors and assigns. Each reference to "Applicant" in this proffer statement will include within its meaning and will be binding upon the Applicant's successor(s) in interest and/or the owners from time to time of any portion of the Application Property during the period of their ownership. Once portions of the Application Property are sold or otherwise transferred, the associated proffers become the obligation of the purchaser or other transferee and will no longer be binding on the seller or other transferor.
- D. Escalation. All monetary contributions required by these proffers will escalate on a yearly basis from the base year of 2020, and change effective each January 1 thereafter based on the Consumer Price Index as published by the Bureau of Labor Statistics, the U.S. Department of Labor for the Washington-Baltimore Consolidated Metropolitan Statistical Area, as permitted by Virginia State Code Section 15.2-2303.3.3.

APPLICANT/TITLE OWNER OF TAX MAP 69-1 ((1)) 34

ERICKSON LIVING AT BRADDOCK ROAD LLC

By: Erickson Living Properties, LLC, Sole Member

By



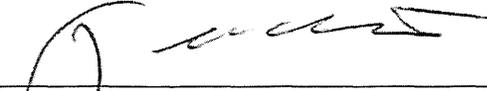
Todd A. Matthiesen
Chief Financial Officer

[SIGNATURES END]

APPLICANT/TITLE OWNER OF TAX MAP 69-1 ((1)) 34

ERICKSON LIVING AT BRADDOCK ROAD LLC

By: Erickson Living Properties, LLC, Sole Member

By: 

Todd A. Matthiesen
Chief Financial Officer

[SIGNATURES END]

APPLICANT/TITLE OWNER OF TAX MAP 69-1 ((1)) 34

ERICKSON LIVING AT BRADDOCK ROAD LLC

By: Erickson Living Properties, LLC, Sole Member

By: 

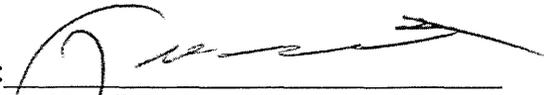
Todd A. Matthiesen
Chief Financial Officer

[SIGNATURES END]

APPLICANT/TITLE OWNER OF TAX MAP 69-1 ((1)) 34

ERICKSON LIVING AT BRADDOCK ROAD LLC

By: Erickson Living Properties, LLC, Sole Member

By: 

Todd A. Matthiesen
Chief Financial Officer

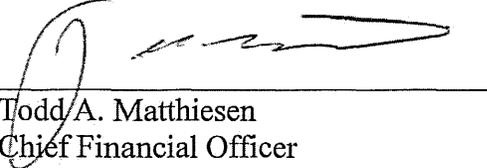
[SIGNATURES END]

APPLICANT/TITLE OWNER OF TAX MAP 69-1 ((1)) 34

ERICKSON LIVING AT BRADDOCK ROAD LLC

By: Erickson Living Properties, LLC, Sole Member

By:



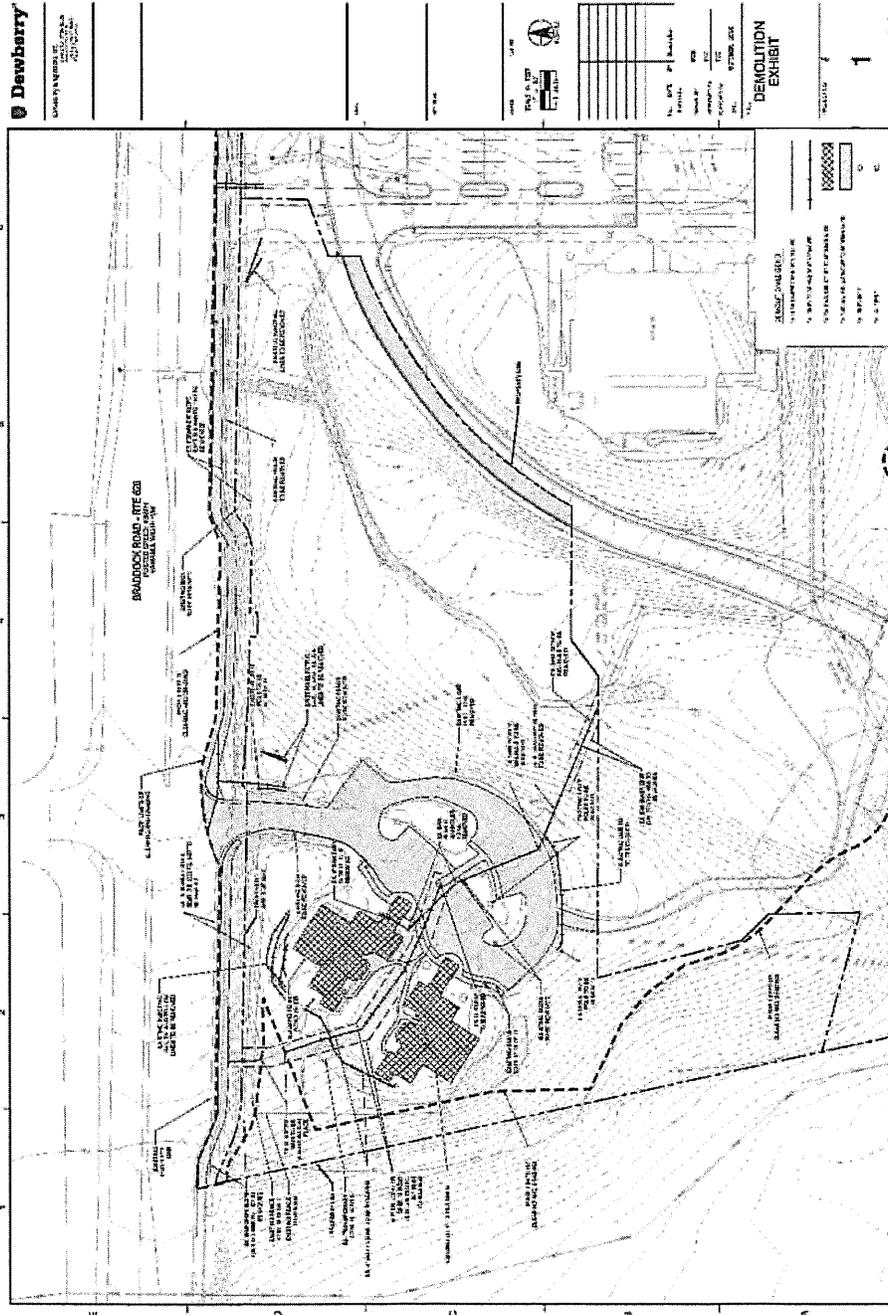
Todd A. Matthiesen
Chief Financial Officer

[SIGNATURES END]

EXHIBIT D

Retaining Wall, Water Service Work, and Sanitary Service Work*

*subject to revision as the CCRC and Project progress



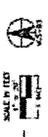


Geotechnical Engineering, Inc.
 11111 15th Street, N.E.
 Seattle, WA 98158
 (206) 465-1111



NOTE: USER SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL DIMENSIONS
 ARE ACCURATE TO THE FIELD. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL
 NECESSARY PERMITS AND REGULATORY AGENCIES. THE USER SHALL BE RESPONSIBLE FOR
 OBTAINING ALL NECESSARY PERMITS AND REGULATORY AGENCIES.

DATE: 08/11/2011



PROJECT NO.	11111
DATE	08/11/2011
DESIGNER	GEOTECHNICAL ENGINEERING, INC.
CHECKED BY	GEOTECHNICAL ENGINEERING, INC.
DATE	08/11/2011
SCALE	AS SHOWN

SITE WORK & GRADING EXHIBIT

TITLE NO. 1

DATE: 08/11/2011

**AGREEMENT TO ASSIGN ACQUISITION RIGHTS
(Braddock Nine)**

THIS AGREEMENT TO ASSIGN ACQUISITION RIGHTS (this “Agreement”) is made as of March 4, 2021 (the “Effective Date”) by and between **APAH BRADDOCK ROAD LIMITED PARTNERSHIP**, a Virginia limited partnership (“Assignor”) and **BRADDOCK NINE LIMITED PARTNERSHIP**, a Virginia limited partnership (the “9% Project Owner”), **BRADDOCK NINE DEVELOPMENT LLC**, a Virginia limited liability company (the “General Partner”) and **ARLINGTON PARTNERSHIP FOR AFFORDABLE HOUSING, INC.**, a Virginia nonstock corporation (“Assignee,” and together with the 9% Project Owner and the General Partner, the “Assignee Parties”).

WHEREAS, Assignor and Woodleigh Chase, LLC, a Maryland limited liability company (the “Donor”), entered into that certain Donation Agreement, dated November 2, 2020 (the “Donation Agreement”), pursuant to which Assignor has the right to acquire by donation a certain parcel of real property consisting of approximately 4.29 acres of land located on the south side of Braddock Road in Fairfax County, Virginia (the “Parcel”); and

WHEREAS, at the election of any of the Assignee Parties, Assignor will provide to Assignee the right to acquire the Parcel, and thereafter Assignee shall cause a portion of the Parcel (such portion, the “9% Property”) to be transferred to the 9% Project Owner for the purpose of the 9% Project Owner’s development and construction of a multifamily affordable housing facility financed in part with 9% federal low-income housing tax credits (the “9% Project”), as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee Parties hereby agree as follows:

1. Agreement to Assign Purchase Rights. Upon a written request from any of the Assignee Parties, Assignor agrees to provide to Assignee the right to obtain the 9% Property by an assignment to Assignee of the Assignor’s right under the Donation Agreement to acquire the 9% Property. Upon the transfer of the 9% Property to Assignee, Assignee shall contribute the 9% Property to the General Partner, and the General Partner shall immediately contribute the 9% Property to the 9% Project Owner. Notwithstanding the foregoing, at the request of the Assignee Parties, Assignor agrees to use an alternative structure for the direct or indirect transfer of the 9% Property from Woodleigh Chase, LLC to the 9% Project Owner, so that 9% Project Owner’s acquisition of the 9% Property is structured in a manner that is most advantageous to the development of the 9% Project. In any event, the structure may include, without limitation, subjecting the Parcel to a land condominium regime under which the 9% Project Owner would own one or more condominium units upon which the 9% Project would be constructed. Upon the General Partner’s transfer of the 9% Property to the 9% Project Owner, the 9% Project Owner shall pay to the General Partner or its designee \$372,000 for the land comprising the 9% Property. If an alternative structure is used for the transfer of the 9% Property, then the 9% Project Owner shall make the \$372,000 payment to the entity that transfers the land to the 9% Project Owner, or such entity’s designee.

with a nationally recognized overnight delivery service, or upon confirmation of delivery from delivering party's email system when delivered by email. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed receipt of the notice. Each party shall have the right to designate a new address by notifying the other party in writing.

6. Assignment. This Agreement may be assigned by Assignee Parties without Assignor's prior written consent.

7. Miscellaneous Provisions.

(a) This Agreement contains the entire agreement between the parties hereto and is intended to be an integration of all prior or contemporaneous agreements, conditions or undertakings between the parties hereto. No change or modification of this Agreement shall be valid unless the same is in writing and signed by Assignor and Assignee Parties.

(b) Wherever herein reference is made to "days", the same shall mean "calendar days". Wherever in this Agreement a time period shall end on a day, which is a Saturday, Sunday, or legal holiday, said time period shall automatically extend to the next date which is not a Saturday, Sunday, or legal holiday.

(c) This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective estates, legal representatives, successors and assigns.

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia (without regard to principles of conflicts of law).

(e) This Agreement and any amendments thereto may be signed in various counterparts, which together shall constitute one and the same instrument. To facilitate execution of this Agreement and any amendments thereto, the parties may execute and exchange by electronic transmissions copies of this Agreement and any amendments thereto, and all such copies shall be deemed to be originals.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned parties have duly executed this Agreement to Assign Acquisition Rights as of the date written above.

ASSIGNOR:

APAH BRADDOCK ROAD LIMITED PARTNERSHIP,
a Virginia limited partnership

By: APAH Braddock Road LLC,
its general partner

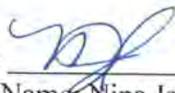
By: 

Name: Nina Janopaul
Title: President

ASSIGNEE PARTIES:

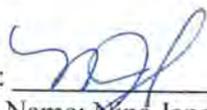
BRADDOCK NINE LIMITED
PARTNERSHIP, a Virginia limited partnership

By: Braddock Nine Development LLC, its
general partner

By: 

Name: Nina Janopaul
Title: President

BRADDOCK NINE DEVELOPMENT, LLC,
a Virginia limited liability company

By: 

Name: Nina Janopaul
Title: President

ARLINGTON PARTNERSHIP FOR
AFFORDABLE HOUSING, INC.,
a Virginia nonstock corporation

By: 
Name: Nina Janopaul
Title: President

[Agreement to Assign Acquisition Rights, signature page continued]

MAP #: 0691 01 0034

ERICKSON LIVING AT BRADDOCK ROAD
LLC

9911 BRADDOCK RD

Values

Tax Year	2020
Current Land	\$38,144,000
Current Building	\$10
Current Assessed Total	\$38,144,010
Tax Exempt	NO
Note	

Values History

Tax Year	Land	Building	Assessed Total	Tax Exempt
2019	\$27,449,880	\$10	\$27,449,890	NO
2018	\$27,449,880	\$10	\$27,449,890	NO
2017	\$16,301,000	\$7,700,000	\$24,001,000	NO
2016	\$16,301,000	\$7,700,000	\$24,001,000	YES
2015	\$16,301,000	\$7,700,000	\$24,001,000	YES
2014	\$16,301,000	\$7,700,000	\$24,001,000	YES
2013	\$15,525,000	\$7,700,000	\$23,225,000	YES
2012	\$15,525,000	\$7,700,000	\$23,225,000	YES
2011	\$15,525,000	\$7,700,000	\$23,225,000	YES
2010	\$15,525,000	\$7,700,000	\$23,225,000	YES
2009	\$15,525,000	\$7,700,000	\$23,225,000	YES
2008	\$15,525,000	\$7,700,000	\$23,225,000	YES
2007	\$11,500,000	\$7,700,000	\$19,200,000	YES
2006	\$11,500,000	\$7,700,000	\$19,200,000	YES
2005	\$10,000,000	\$7,000,000	\$17,000,000	YES
2004	\$10,000,000	\$7,000,000	\$17,000,000	YES
2003	\$6,000,000	\$7,000,000	\$13,000,000	YES
2002	\$4,110,650	\$7,000,000	\$11,110,650	YES
2001	\$4,110,650	\$7,000,000	\$11,110,650	YES

2000	\$4,110,650	\$7,000,000	\$11,110,650	YES
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Source: Fairfax County Department
of Tax Administration, Real Estate Division.

F

Third-Party RESNET
Rater Certification
(MANDATORY)



Appendix F
RESNET Rater Certification of Development Plans

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

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

In addition provide HERS rating documentation as specified in the manual

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

Rehabilitation -30% performance increase over exis5ng, 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.

TRUE 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: 2/12/21 _____

Printed Name: Stacey Smith _____

RESNET Rater

Resnet Provider Agency
Viridian _____

Signature [Signature] _____

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

Home Energy Rating Certificate

Projected Report

Rating Date:
Registry ID:
Ekotrope ID: 0vQNJJJ2

HERS® Index Score:

67

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

Annual Savings

\$566

*Relative to an average U.S. home

Home:
9901 Braddock Road
Fairfax, VA 22032

Builder:

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236

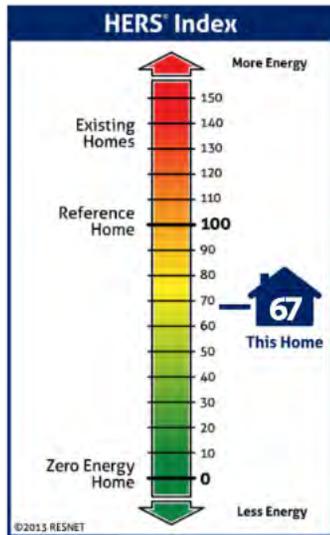
Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 3/12/21 at 10:22 AM



Home Feature Summary:

Home Type: Apartment, end unit
Model: N/A
Community: N/A
Conditioned Floor Area: 818 ft²
Number of Bedrooms: 1
Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating: Water Heater • Electric • 0.95 Energy Factor
House Tightness: 5 ACH50
Ventilation: 50 CFM • 30.49 Watts
Duct Leakage to Outside: 5 CFM25 / 100 ft²
Above Grade Walls: R-22
Ceiling: Vaulted Roof, R-30
Window Type: U-Value: 0.3, SHGC: 0.23
Foundation Walls: N/A

Home Energy Rating Certificate

Projected Report

Rating Date:
Registry ID:
Ekotrope ID: DLzYk8E2

HERS® Index Score:

68

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

Annual Savings

\$574

*Relative to an average U.S. home

Home:
9901 Braddock Road
Fairfax, VA 22032

Builder:

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236

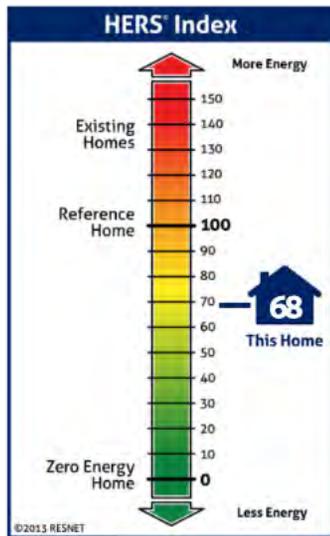
Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 3/12/21 at 10:23 AM



Home Feature Summary:

Home Type: Apartment, end unit
Model: N/A
Community: N/A
Conditioned Floor Area: 818 ft²
Number of Bedrooms: 1
Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating: Water Heater • Electric • 0.95 Energy Factor
House Tightness: 5 ACH50
Ventilation: 50 CFM • 30.49 Watts
Duct Leakage to Outside: 5 CFM25 / 100 ft²
Above Grade Walls: R-22
Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.23
Foundation Walls: N/A

Home Energy Rating Certificate

Projected Report

Rating Date:
Registry ID:
Ekotrope ID: DLzZeYaL

HERS® Index Score:

66

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

Annual Savings

\$693

*Relative to an average U.S. home

Home:
9901 Braddock Road
Fairfax, VA 22032

Builder:

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236

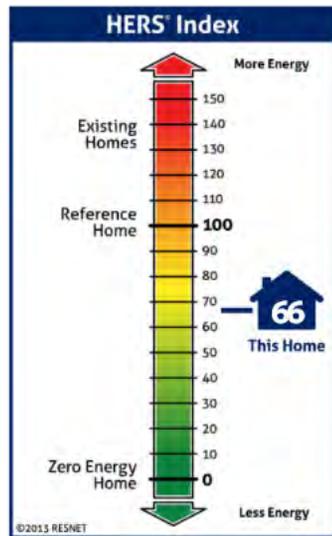
Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 3/12/21 at 10:18 AM



Home Feature Summary:

Home Type: Apartment, end unit
Model: N/A
Community: N/A
Conditioned Floor Area: 1,129 ft²
Number of Bedrooms: 2
Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating: Water Heater • Electric • 0.95 Energy Factor
House Tightness: 5 ACH50
Ventilation: 70 CFM • 42.68 Watts
Duct Leakage to Outside: 5 CFM25 / 100 ft²
Above Grade Walls: R-22
Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.23
Foundation Walls: N/A

Home Energy Rating Certificate

Projected Report

Rating Date:
Registry ID:
Ekotrope ID: YLeB445d

HERS® Index Score:

64

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

Annual Savings

\$701

*Relative to an average U.S. home

Home:
9901 Braddock Road
Fairfax, VA 22032

Builder:

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236

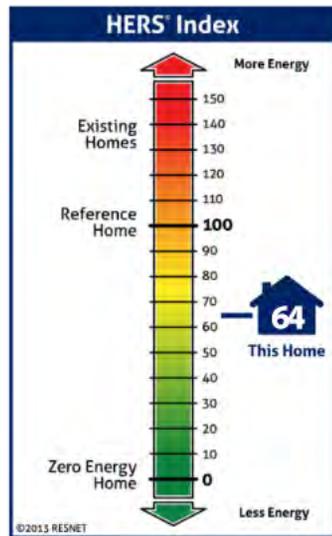
Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 3/12/21 at 10:20 AM



Home Feature Summary:

Home Type: Apartment, end unit
Model: N/A
Community: N/A
Conditioned Floor Area: 1,129 ft²
Number of Bedrooms: 2
Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating: Water Heater • Electric • 0.95 Energy Factor
House Tightness: 5 ACH50
Ventilation: 70 CFM • 42.68 Watts
Duct Leakage to Outside: 5 CFM25 / 100 ft²
Above Grade Walls: R-22
Ceiling: Vaulted Roof, R-30
Window Type: U-Value: 0.3, SHGC: 0.23
Foundation Walls: N/A



G

Zoning Certification Letter
(MANDATORY)



Zoning Certification

NOTE TO DEVELOPER: You are strongly encouraged to submit this certification to the appropriate local official **at least three weeks in advance of the application deadline** to ensure adequate time for review and approval.

General Instructions:

1. The Zoning Certification **must** be submitted on locality's letterhead or professional civil engineer's letterhead.
2. The Local Certification section **must** be completed by the appropriate local official or Civil Engineer.
3. The Engineer **must** be registered in the Commonwealth of Virginia.
4. 'Development Description' should be provided by the Owner.
5. 'Development Address' should correspond to the application.
6. 'Legal Description' should correspond to the site control document in the application.
7. 'Proposed Improvements' should correspond with the application.
8. 'Other Descriptive Information' should correspond with information in the application.
9. Any change in this Certification may result in disqualification of the application.

If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.



DATE: 3/3/2021

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

RE: ZONING CERTIFICATION

Name of Development: _____

Name of Owner/Applicant: _____

Name of Seller/Current Owner: _____

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 credits available under VHDA's Qualified Allocation Plan.

DEVELOPMENT DESCRIPTION:

Development Address:

Legal Description:

Proposed Improvements:

- New Construction: _____ # Units _____ # Buildings _____ Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: _____ # Units _____ # Buildings _____ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: _____ # Units _____ # Buildings _____ Approx. Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: PCC District allowing a density of N/A units per acre, and the following other applicable conditions: Approved by the Fairfax County Board of Supervisors on 7/16/2019, the Proffers for this site stipulate the delivery an age-restricted affordable housing multifamily building that is approximately 80 units.

Other Descriptive Information:

The land donor, Woodleigh Chase, LLC, will perform all site work for Parcel C and then donate the improved site in fee simple in order to allow for the applicant to develop a new multifamily affordable housing building that will include community facilities (on-site leasing/property management and resident services offices, community rooms) and surface parking. There will be a mix of one- and two-bedroom units, all of which will be affordable.

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.


Signature


Printed Name

Associate Vice President

Title of Local Official or Civil Engineer

(703) 849-0479

Phone:

3/3/2021

Date:



NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.

EXHIBIT A

Legal Description of the Premises

**DESCRIPTION OF
PROPOSED PARCEL C
PART OF THE PROPERTY OF
WOODLEIGH CHASE, LLC
(FORMERLY ERICKSON LIVING AT BRADDOCK ROAD, LLC D.B. 25249 PG. 1740)**

**BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point on the easterly line of Parcel C, Section 22, Kings Park West as recorded in Deed Book 4873 at page 211; said point being S12°25'54"E, 3.72 feet from the northeasterly corner of said Parcel C; thence departing the easterly line of Parcel C and through the property of Woodleigh Chase, LLC the following courses:

S88°57'54"E, 2.42 feet;

with a curve to the right with a radius of 12.00 feet and whose chord is S77°43'57"E, 4.67 feet, an arc distance of 4.71 feet;

S66°30'01"E, 25.35 feet;

with a curve to the left with a radius of 103.00 feet and whose chord is S77°38'59"E, 39.83 feet, an arc distance of 40.09 feet;

S88°47'58"E, 240.52 feet;

N46°35'12"E, 5.67 feet;

S85°38'31"E, 30.55 feet;

to a point on the southerly right of way line of Braddock Road (Rt. 620); thence with the southerly right of way line of Braddock Road S88°51'01"E, 17.00 feet; thence departing the existing southerly right of way line of Braddock Road and through the property of Woodleigh Chase, LLC the following courses:

S83°17'49"E, 15.45 feet

S88°39'34"E, 53.73 feet

S01°20'26"W, 6.00 feet;

S88°39'34"E, 19.00 feet;

N01°20'26"E, 6.00 feet;

S88°39'34"E, 49.46 feet;

with a curve to the left with a radius of 33.00 feet and whose chord is N70°42'45"E, 23.25 feet, an arc distance of 23.76 feet;

N50°05'04"E, 5.56 feet;

with a curve to the right with a radius of 7.00 feet and whose chord is N70°35'37"E, 4.91 feet, an arc distance of 5.01 feet;

S88°53'50"E, 243.57 feet;

S01°12'44"W, 52.28 feet;

S70°22'35"W, 47.06 feet;

S00°17'45"E, 24.32 feet;

with a curve to the left with a radius of 355.00 feet and whose chord is S50°03'24"W, 255.17 feet, an arc distance of 261.01 feet;

N89°42'42"W, 104.79 feet;

S52°50'11"W, 35.48 feet;

N89°45'07"W, 237.03 feet;

S14°31'46"E, 116.66 feet;

S44°46'11"E, 29.84 feet;

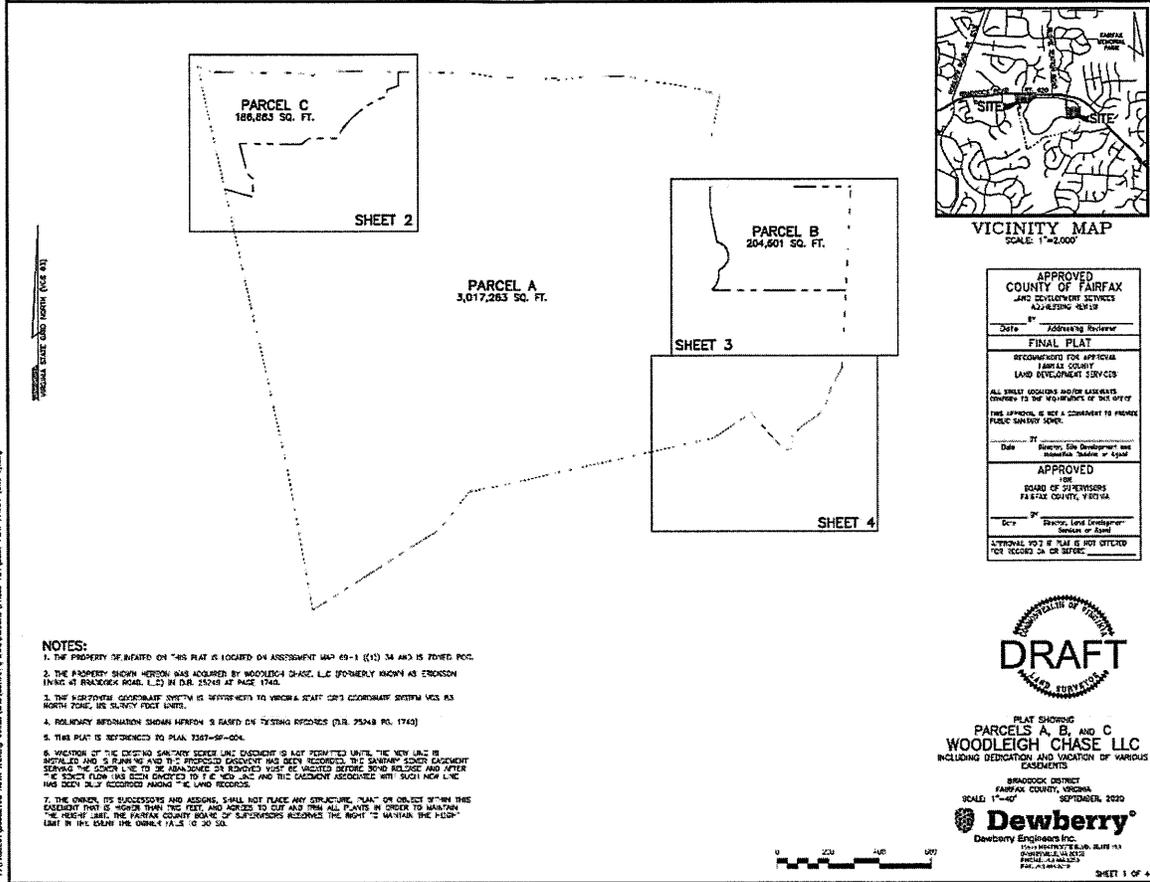
S00°52'37"E, 70.49 feet;

N74°50'20"W, 113.53 feet;

to a point on the easterly line of aforementioned Parcel C; thence with the easterly line of Parcel C N12°25'54"W, 482.25 feet to the point of beginning, containing 186,821 square feet or 4.28883 acres, more or less.

EXHIBIT A-1

Subdivision Plat





County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

July 17, 2019

Lynne J. Strobel
Walsh, Colucci, Lubeley & Walsh, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, VA 22201

RE: Rezoning Application RZ 2018-BR-026

Dear Ms. Strobel:

Enclosed you will find a copy of an Ordinance adopted by the Board of Supervisors at a regular meeting held on July 16, 2019, granting Rezoning Application RZ 2018-BR-026 in the name of Erickson Living at Braddock Road LLC. The Board's action rezones certain property in the Braddock District from the R-1 District to the PCC District to permit a continuing care facility with an Overall Floor Area Ratio (FAR) of 0.60 and approval of the conceptual development plan, located on the S. side of Braddock Road at its intersection with Burke Station Road, on approximately 78.87 acres of land, Tax Map 69-1 ((1)) 34, subject to the proffers dated July 2, 2019.

Please note that on June 26, 2019, the Planning Commission approved Final Development Plan Application FDP 2018-BR-026, subject to the Development Conditions dated June 25, 2019.

The Board also:

- Modified Par. 4 of Sect. 11-203 of the Zoning Ordinance of the required minimum loading space requirement for the proposed continuing care facility (CCF), in favor of the loading spaces shown on the CDP/FDP.
- Waived Sect. 11-302 of the Zoning Ordinance to permit the maximum length of a private street to exceed 600 feet, as shown on the CDP/FDP.
- Modified the transitional screening requirement along the southern, western and a portion of the northern property lines as set forth in Sect. 13-303 of the Zoning Ordinance, in favor of the landscaping shown on the CDP/FDP.
- Waived Par. 2 of Sect. 17-201 of the Zoning Ordinance of the requirement to construct a sidewalk along Braddock Road, in favor of the proposed ten-foot-wide shared use path, as shown on the CDP/FDP.

Clerk to the Board of Supervisors

12000 Government Center Parkway, Suite 552

Fairfax, Virginia 22035

Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711

Email: clerktothebos@fairfaxcounty.gov

<http://www.fairfaxcounty.gov/bosclerk>

- Waived Par. 3B of Sect. 17-201 of the Zoning Ordinance of the requirement to construct a vehicular travel lane, service drive or other access connection to and from adjacent properties.
- Modified Par. 4 of Sect. 17-201 of the Zoning Ordinance of the requirement to provide 59.5 feet of right-of-way dedication along the entire Braddock Road frontage, in favor of the right-of-way shown on the CDP/FDP.

Sincerely,



Catherine A. Chianese
Clerk to the Board of Supervisors

Cc: Supervisor John C. Cook, Braddock District
Thomas Reed, Director, Real Estate Division, Dept. of Tax Administration
Tracy D. Strunk, Director, Zoning Evaluation Division, Dept. of Planning and Development
Mavis Stanfield, Deputy Zoning Administrator, Dept. of Planning and Zoning
Michael Liddle, Director, GIS Services, Department of Information Technology
Jeff Hermann, Section Chief, Transportation Planning Division
Andrea Dorlester, Park Planning Branch Manager, FCPA
Abdi Hamud, Program Administrator, DHCD/Design Development Division
Jill Cooper, Executive Director, Planning Commission
Jessica Gillis, Coordinator, Facilities Planning, Fairfax County Public Schools
Michael Guarino, Chief Capital Projects Sections, Dept. of Transportation

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at Fairfax, Virginia, on July 16, 2019 the following ordinance was adopted:

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
PROPOSAL NUMBER RZ 2018-BR-026**

WHEREAS, Erickson Living at Braddock Road LLC filed in the proper form an application requesting the zoning of a certain parcel of land herein after described, from the R-1 District to the PCC District

WHEREAS, at a duly called public hearing the Planning Commission considered the application and the propriety of amending the Zoning Ordinance in accordance therewith, and thereafter did submit to this Board its recommendation, and

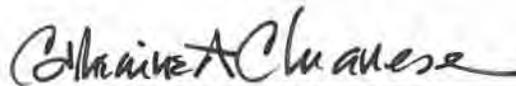
WHEREAS, this Board has today held a duly called public hearing and after due consideration of the reports, recommendation, testimony and facts pertinent to the proposed amendment, the Board is of the opinion that the Ordinance should be amended,

NOW, THEREFORE, BE IT ORDAINED, that that certain parcel of land situated in the Braddock District, and more particularly described as follows (see attached legal description):

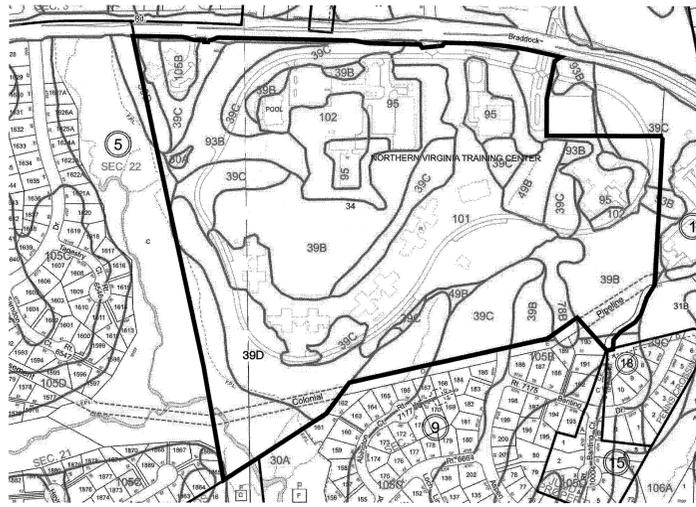
Be and hereby is, zoned to the PCC District and said property is subject to the use regulations of said PCC District and further restricted by the conditions proffered and accepted pursuant to Virginia Code Ann., §15.2-2303(a), which conditions are in addition to the Zoning Ordinance regulations applicable to said parcel, and

BE IT FURTHER ENACTED, that the boundaries of the Zoning Map heretofore adopted as a part of the Zoning Ordinance be, and they hereby are, amended in accordance with this enactment, and that said zoning map shall annotate and incorporate by reference the additional conditions governing said parcel.

GIVEN under my hand this 16th day of July 2019.



Catherine A. Chianese
Clerk to the Board of Supervisors



Soils Map SCALE: 1"=400'



Soils Legend

- 30A - CODORUS AND HATBORO
- 39B,C,D - GLENELG SILT LOAM
- 49B - HATBORO SILT LOAM
- 78B - MEADOWVILLE LOAM
- 93B - SUMERDUCK LOAM
- 95 - URBAN LAND
- 101 - URBAN LAND - WHEATON COMPLEX
- 102 - WHEATON LOAM
- 105B - WHEATON-GLENELG COMPLEX

TABULATION:

EXISTING ZONING	R-1
PROPOSED ZONING	PCC
LAND AREA	78.87± AC
CONTINUING CARE FACILITY	1225 DU
PROPOSED NUMBER OF INDEPENDENT LIVING UNITS	1050
PROPOSED NUMBER OF ASSISTED LIVING/ MEDICAL CARE FACILITY UNITS	175
GROSS FLOOR AREA	2,026,300± SF
INDEPENDENT LIVING UNITS	1,805,758± SF
ASSISTED LIVING/MEDICAL CARE FACILITY UNITS	148,000± SF
INDOOR AMENITIES	72,542± SF

SECONDARY USES

PUBLIC INDOOR RECREATION FACILITY	
GROSS FLOOR AREA	35,000± SF
AGE-RESTRICTED MULTIFAMILY ADU's	76,800± SF (APPROX. 80 DU)*
*DOES NOT COUNT TOWARD GROSS FLOOR AREA PER PAR. 3 OF 6-608	
TOTAL GROSS FLOOR AREA	2,061,300± SF
PROPOSED DENSITY	0.60 FAR
PERMITTED DENSITY	0.65 FAR
MAXIMUM BUILDING HEIGHT PROPOSED	UP TO 70' HT.
MAXIMUM BUILDING HEIGHT PERMITTED	75' HT.

PARKING SPACES REQUIRED - CONTINUING CARE FACILITY	918
(0.75 SP PER UNIT/BED)	
PARKING SPACES PROPOSED - CONTINUING CARE FACILITY	1,600
TOTAL SPACES - UNDER BUILDINGS	1,061
TOTAL SPACES - SURFACE PARKING	539
(INCLUDES UP TO 5 OVERSIZED PARKING SPACES)	
PARKING SPACES REQUIRED - PUBLIC INDOOR RECREATION FACILITY	100
PARKING SPACES PROPOSED - PUBLIC INDOOR RECREATION FACILITY	100
PARKING SPACES REQUIRED - AGE-RESTRICTED ADU's	60
(0.75 SP PER UNIT BASED ON PAR. 1 OF SECT. 11-101)	
PARKING SPACES PROPOSED - AGE-RESTRICTED ADU's	81
PARKING SPACES PROPOSED - TOTAL	1,781
LOADING SPACES REQUIRED - CONTINUING CARE FACILITY	12
(1 SP/1 ST 25,000 SF + 1 SP/EACH ADDITIONAL BLDG MORE THAN 100,000 SF)	
LOADING SPACES REQUIRED - PUBLIC INDOOR RECREATION FACILITY	1
(STANDARD F)	
LOADING SPACES REQUIRED - AGE-RESTRICTED MULTIFAMILY (ADU)	2
(STANDARD G)	
LOADING SPACES PROVIDED - CONTINUING CARE FACILITY	3
LOADING SPACES PROVIDED - PUBLIC INDOOR RECREATION FACILITY	1
LOADING SPACES PROVIDED - AGE-RESTRICTED MULTIFAMILY	2
OPEN SPACE REQUIRED (20%)	15.78± AC
OPEN SPACE PROVIDED (60%)	47.53± AC
COMMON OPEN SPACE	36.76± AC
COLONIAL PIPELINE EASEMENT (x 50%)	0.60± AC
OPEN SPACE IN FLOODPLAIN/RPA	7.47± AC
RECREATIONAL OPEN SPACE TO FCPA	2.70± AC
OPEN SPACE PROVIDED - COMMON AND EASEMENT ONLY (47%)	37.36± AC

NOTES:

1. THE PROPERTY THAT IS THE SUBJECT OF THIS CONCEPTUAL/FINAL DEVELOPMENT PLAN IS IDENTIFIED ON THE 2018 FAIRFAX COUNTY ZONING MAP AS 69-1 (11) 34, AND IS ZONED R-1.
2. THE TOTAL LAND AREA OF THIS APPLICATION CONSISTS OF 78.87± ACRES.
3. THIS CONCEPTUAL/FINAL DEVELOPMENT PLAN ACCOMPANIES AN APPLICATION THAT HAS BEEN FILED TO REQUEST A REZONING TO THE PCC DISTRICT FOR A PROPOSED CONTINUING CARE FACILITY AS THE PRIMARY USE, AND SECONDARY USES TO INCLUDE AGE-RESTRICTED, MULTIFAMILY RESIDENTIAL, AFFORDABLE DWELLING UNITS AND PUBLIC RECREATION USES.
4. THE SUBJECT PROPERTY IS LOCATED WITHIN THE P2-MAIN BRANCH COMMUNITY PLANNING SECTOR IN THE POHICK PLANNING DISTRICT. THE SUBJECT PROPERTY, KNOWN FORMERLY AS THE NORTHERN VIRGINIA TRAINING CENTER (NVTVC) SITE HAS BEEN THE SUBJECT OF A COMPREHENSIVE PLAN AMENDMENT (PA 2017-III-P1). THE PROPOSED DEVELOPMENT PROGRAM IS CONSISTENT WITH THE RECOMMENDATIONS SET FORTH IN THE COMPREHENSIVE PLAN AMENDMENT APPROVED BY THE BOARD OF SUPERVISORS ON NOVEMBER 20, 2018.
5. THE BOUNDARY INFORMATION HAS BEEN SURVEYED AND COMPUTED BY DEWBERRY ENGINEERS INC.
6. THE TOPOGRAPHY SHOWN HEREON IS AT A CONTOUR INTERVAL OF TWO (2) FEET FROM A FIELD SURVEY BY DEWBERRY ENGINEERS INC.
7. THERE IS A FLOODPLAIN, RESOURCE PROTECTION AREA (RPA), AND ENVIRONMENTAL QUALITY CORRIDOR (EQC) LOCATED ON THE SUBJECT PROPERTY AS REPRESENTED ON THE GRAPHIC.
8. A PRELIMINARY JURISDICTIONAL DETERMINATION FOR WATERS OF THE U.S. INCLUDING WETLANDS WAS COMPLETED FOR THE SUBJECT PROPERTY BY THE U.S. ARMY CORPS OF ENGINEERS ON JANUARY 16, 2018. BASED UPON THE FINDINGS OF THIS DETERMINATION, THE ESTIMATED AMOUNT OF AQUATIC RESOURCE IN THE REVIEW AREA INCLUDES 0.91 ACRES OF WETLANDS AND 2890 LF OF STREAM CHANNELS. THE TOTAL AMOUNT OF DISTURBANCE PROPOSED BY THE PLAN IS APPROXIMATELY 700 LF OF EPHEMERAL STREAM CHANNEL. ALL REQUIRED PERMITS WILL BE OBTAINED BEFORE STARTING ANY WORK IN THE DELINEATED WATERS.
9. THE LIMITS OF CLEARING AND GRADING SHOWN ON THE GRAPHIC ARE PRELIMINARY AND SUBJECT TO CHANGE AT THE TIME OF FINAL ENGINEERING AND DESIGN.
10. THE BUILDING FOOTPRINTS SHOWN HEREON MAY BE MODIFIED IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECT. 16-403 OF THE ZONING ORDINANCE, SO LONG AS THE OPEN SPACE REPRESENTED IN THE TABULATION AND THE MINIMUM DIMENSIONS TO THE PERIPHERAL LOT LINES ARE NOT DIMINISHED. THE SIZE AND SHAPE OF THE BUILDINGS ARE PRELIMINARY AND MAY BE SUBJECT TO MINOR MODIFICATIONS IN ACCORDANCE WITH SECT. 16-403 OF THE ZONING ORDINANCE. AS SUCH, THE EXACT LOCATIONS OF THE BUILDINGS, NUMBER OF EMPLOYEES, ETC. SHOWN IN THE TABULATION MAY CHANGE AS A RESULT OF FINAL ENGINEERING, ARCHITECTURAL DESIGN AND/OR FINAL DEVELOPMENT PROGRAM REFINEMENT.
11. THERE IS NO ANGLE OF BULK PLANE REQUIREMENT IN THE PCC DISTRICT.
12. THE FLOOR AREAS REPRESENTED IN THE TABULATION ARE GROSS FLOOR AREAS AS DEFINED IN THE FAIRFAX COUNTY ZONING ORDINANCE. IN ADDITION, IT IS UNDERSTOOD THAT THE BUILDINGS MAY HAVE CELLAR SPACE, WHICH SPACE WILL BE CALCULATED FOR OFF-STREET PARKING REQUIREMENTS IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN PAR. 25 OF SECT. 11-102 OF THE ZONING ORDINANCE.
13. DENSITY CREDIT (FAR) FOR ANY DEDICATION OF LAND FOR PUBLIC USE THAT MAY BE REQUIRED SHALL BE RESERVED FOR THE SUBJECT PROPERTY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN PAR. 4 OF SECT. 2-308 OF THE ZONING ORDINANCE.
14. IT IS TO BE UNDERSTOOD THAT ADDITIONAL SITE FEATURES SUCH AS CARPORTS, GAZEBOS, TRELLISES, SIGNS, INTERNAL DIRECTIONAL SIGNS, GARDENING AREAS, SITTING AREAS, PATIOS, TRAILS, PLANTERS, FENCES AND/OR WALLS AND LIGHT STANDARDS NOT REPRESENTED ON THE GRAPHIC MAY BE PROVIDED. IT IS TO BE FURTHER UNDERSTOOD THAT ARCHITECTURAL FEATURES SUCH AS BALCONIES, STAIRWELLS AND UTILITY CLOSETS MAY ALSO BE PROVIDED.
15. PARKING SPACES WILL BE PROVIDED AS GENERALLY SHOWN ON THE GRAPHIC. THE NUMBER OF PARKING SPACES MAY BE ADJUSTED IN ACCORDANCE WITH NOTE 9 ABOVE AND THE NUMBER MAY BE INCREASED OR DECREASED FROM THAT NUMBER REPRESENTED IN THE TABULATION SO LONG AS THE MINIMUM NUMBER OF SPACES IS PROVIDED IN GENERAL ACCORDANCE WITH THE PROVISIONS OF ARTICLE 11 OF THE ZONING ORDINANCE. A FINAL NUMBER OF ADA ACCESSIBLE PARKING SPACES WILL BE DETERMINED AT THE TIME OF SITE PLAN SUBMISSION AND WILL BE PROVIDED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 11 OF THE ZONING ORDINANCE.
16. THE PRIVATE STREETS IN THIS DEVELOPMENT DO NOT MEET THE STANDARDS NECESSARY FOR THE INCLUSION IN THE SYSTEM OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY VDOT OR FAIRFAX COUNTY, AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY OF VIRGINIA AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.
17. ALL LANE MARKINGS ARE CONCEPTUAL AND WILL BE REVIEWED AND/OR APPROVED BY VDOT AT TIME OF SITE PLAN SUBMISSION. ANY CHANGES WILL BE DEEMED IN SUBSTANTIAL CONFORMANCE WITH THE CDP/FDP.
18. LANDSCAPING WILL BE PROVIDED IN SUBSTANTIAL CONFORMANCE WITH THE LANDSCAPING REPRESENTED ON THE GRAPHIC, SUBJECT TO FINAL ENGINEERING AND DESIGN.
19. THE EXISTING VEGETATION LOCATED WITHIN THE RPA ON THE SUBJECT PROPERTY OFFERS SCENIC ASSETS AND NATURAL FEATURES THAT ARE DESERVING OF PRESERVATION. THE PROTECTION/PRESERVATION OF THESE NATURAL FEATURES IS A COMPONENT OF THE PROPOSED DEVELOPMENT PROGRAM.
20. SPECIAL AMENITIES PROPOSED WITH THE DEVELOPMENT PROGRAM MAY INCLUDE A PEDESTRIAN TRAIL NETWORK AND SPECIAL AMENITIES FOR THE RESIDENTS WHICH MAY INCLUDE BUT NOT BE LIMITED TO, AN INDOOR AQUATICS CENTER, BILLIARDS AND GAME ROOMS, CRAFTS ROOMS, EXERCISE ROOMS, CONFERENCE FACILITIES, ACTIVITY ROOMS, MUSIC ROOMS AND OTHER PERMITTED ACCESSORY USES AND RELATED FACILITIES INCLUDING ACTIVE AND PASSIVE, INDOOR AND OUTDOOR, RECREATION SPACE.
21. THE SITE IS SERVED BY PUBLIC WATER AND SEWER.
22. ARCHITECTURAL SKETCHES OF THE PROPOSED BUILDINGS ARE SHOWN ON SHEETS 21 AND 22.

23. IT IS CURRENTLY ANTICIPATED THAT THE PROPOSED DEVELOPMENT WILL BE PHASED, AND MAY INCLUDE TEMPORARY CONSTRUCTION DUMPSTERS, TRAILERS, AND THE LIKE. CONSTRUCTION IS ANTICIPATED TO COMMENCE WHEN NECESSARY APPROVALS AND PERMITS HAVE BEEN OBTAINED, SUBJECT TO MARKET CONDITIONS.
24. THE MAJORITY OF THE ON SITE STRUCTURES WERE CONSTRUCTED IN 1973-1974. ALL EXISTING ON SITE STRUCTURES WILL BE DEMOLISHED.
25. THERE IS AN EXISTING FIFTY FOOT COLONIAL PIPELINE COMPANY UTILITY EASEMENT LOCATED ON THE SUBJECT PROPERTY. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO OTHER EXISTING UTILITY EASEMENTS HAVING A WIDTH GREATER THAN TWENTY-FIVE FEET ON THE SUBJECT PROPERTY.
26. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO GRAVES LOCATED ON THE SUBJECT PROPERTY.
27. GIVEN THE NATURE OF THE PROPOSED USE, IT IS LIKELY THAT THE USE(S) PROPOSED HEREON WILL GENERATE, UTILIZE, STORE, TREAT OR DISPOSE OF HAZARDOUS AND TOXIC SUBSTANCES AS SET FORTH IN TITLE 40, CODE OF FEDERAL REGULATIONS PARTS 116.4, 302.4 AND 355; ANY HAZARDOUS WASTE AS SET FORTH IN COMMONWEALTH OF VIRGINIA/DEPARTMENT OF WASTE MANAGEMENT VR 672-10-1 - VIRGINIA HAZARDOUS WASTE MANAGEMENT REGULATIONS; AND/OR ANY PETROLEUM PRODUCTS AS DEFINED IN TITLE 40, CODE OF FEDERAL REGULATIONS PART 280. TO THE BEST OF OUR KNOWLEDGE AND UNDERSTANDING, HOWEVER, THE SUBSTANCES THAT MAY BE UTILIZED, STORED AND DISPOSED OF IN CONJUNCTION WITH THE PROPOSED BUILDING PROGRAM AND/OR THE MAINTENANCE OF THE BUILDING PROGRAM AND GROUNDS WILL BE IN ACCORDANCE WITH SAID REGULATIONS.
28. THERE MAY BE ONSITE STORAGE OF FUEL FOR EMERGENCY GENERATORS WHICH WILL BE DONE IN ACCORDANCE WITH ALL APPLICABLE CODES/REGULATIONS.
29. ALL SIGNS WILL BE PROVIDED IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN ARTICLE 12 OF THE ZONING ORDINANCE. THE APPLICANT RESERVES THE RIGHT TO SUBMIT A COMPREHENSIVE SIGN PLAN.
30. THERE IS A MAJOR PAVED TRAIL RECOMMENDED ON THE COMPREHENSIVE PLAN TRAILS MAP ON THE NORTH SIDE OF BRADDOCK ROAD. A 10' WIDE SHARED USE PATH IS PROPOSED ON THE SOUTH SIDE OF BRADDOCK ROAD ALONG THE FRONTAGE OF THE SUBJECT PROPERTY.
31. ALL LIGHTING ON SITE WILL BE SHIELDED AND LOCATED IN SUCH A MANNER AS TO REDUCE GLARE ON ADJACENT PROPERTIES IN ACCORDANCE WITH THE STANDARDS SET FORTH IN ARTICLE 14 OF THE ZONING ORDINANCE.
32. SEE SHEETS 11-15 FOR THE STORMWATER MANAGEMENT (SWM) AND BEST MANAGEMENT PRACTICES (BMP) NARRATIVE AND PLAN FOR THE PROPOSED DEVELOPMENT PROGRAM.
33. EXCEPT WHERE NOTED HEREON, TO THE BEST OF OUR KNOWLEDGE, THE PROPOSED DEVELOPMENT OF THE SUBJECT PROPERTY CONFORMS TO ALL CURRENT APPLICABLE LAND DEVELOPMENT ORDINANCES, REGULATIONS AND ADOPTED STANDARDS.



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ERICKSON LIVING
AT BRADDOCK ROAD
CONCEPTUAL/FINAL
DEVELOPMENT PLAN
BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA



KEY PLAN

SCALE NORTH

No.	DATE	BY	Description
4	5/15/2019	KAF	COUNTY COMMENTS
3	5/6/2019	KAF	COUNTY COMMENTS
2	4/12/2019	KAF	COUNTY COMMENTS
1	3/8/2019	KAF	COUNTY COMMENTS

REVISIONS

DRAWN BY: KAF

APPROVED BY: JMC

CHECKED BY: JMC

DATE: DECEMBER 19, 2018

TITLE

**NOTES,
TABULATIONS,
AND SOIL MAP**

PROJECT NO. #

P:\PROJECTS\50821\05_NOVA_Teaching Center\CD\PLANNING\Sheets\SITE DETAILS.dwg
Tue, May 14, 2019 10:24:03am

PROFFERS

ERICKSON LIVING AT BRADDOCK ROAD LLC RZ 2018-BR-026

July 2, 2019

Pursuant to Section 15.2-2303(A) of the Code of Virginia, 1950, as amended, and Section 18-204 of the Zoning Ordinance of Fairfax County 1978, as amended (hereinafter referred to as the "Zoning Ordinance"), Erickson Living at Braddock Road LLC, for and on behalf of itself and its successors and/or assigns (hereinafter collectively referred to as the "Applicant"), in RZ 2018-BR-026 filed on property identified as Fairfax County Tax Map 69-1 ((1)) 34 (hereinafter referred to as the "Application Property") hereby proffers the following, provided that the Board of Supervisors (the "Board") approves a rezoning of the Application Property from the R-1 District to the PCC District. In the event this rezoning is denied by the Board, these proffers and conditions will immediately be null and void.

1. CONCEPTUAL/FINAL DEVELOPMENT PLAN (CDP/FDP)

- A. Development Plan. Subject to the provisions of Section 16-402 of the Zoning Ordinance, the Application Property will be developed in substantial conformance with the Conceptual Development Plan/Final Development Plan (CDP/FDP), prepared by Dewberry Engineers, Inc. dated December 19, 2018, and revised through May 15, 2019.
- B. Proffered Development Plan. Notwithstanding that the CDP/FDP is presented on twenty-five (25) sheets, it is understood that the proffered portion of the CDP will be the entire plan relative to the points of access, the maximum floor area ratio (FAR), the total number and type of units, building heights, the amount of open space, setbacks from peripheral lot lines and the general location and arrangement of buildings and parking. The Applicant has the option to request a Final Development Plan Amendment ("FDPA") for elements other than the CDP elements from the Planning Commission for all or a portion of the FDP in accordance with the provisions set forth in Section 16-402 of the Zoning Ordinance.
- C. Minor Modifications. Pursuant to Section 16-402 of the Zoning Ordinance, minor modifications to the FDP may be permitted as determined by the Zoning Administrator. The Applicant will have the flexibility to modify the layout shown on the FDP, which will include the flexibility to modify building footprints based on final engineering and design, decrease the maximum FAR, or decrease the total number of units shown on the FDP, without requiring approval of an FDPA provided such changes are in substantial conformance with the FDP as determined by the Zoning Administrator and do not increase the total number of units, decrease the amount of open space, decrease the setback from peripheral lot lines, change the number and/or location of access points, or reduce landscaping as shown on the CDP/FDP. Modifications to clearing limits shown on the

CDP/FDP may be permitted at site plan in response to final design without requiring approval of a Proffered Condition Amendment (“PCA”), Conceptual Development Plan Amendment (“CDPA”) or FDPA provided such modifications are determined to be in substantial conformance with the CDP/FDP and these proffers.

- D. Minor Variations. Minor variations to these proffered conditions and the CDP/FDP may be approved without a public hearing in accordance with the provisions of Section 18-204 of the Zoning Ordinance without the need for a PCA, CDPA or FDPA.
- E. Severability and Future Applications. Pursuant to Paragraph 6 of Section 18-204 of the Zoning Ordinance, portions of the Application Property may be the subject of a separate PCA, FDPA, Special Exception (“SE”), Special Permit (“SP”), variance and/or other similar land use application, without the joinder and/or consent of the owner(s) of the other portions of the Application Property, provided that such application will not change, cause or require a change to the general layout, physical improvements and/or access for other portions of the Application Property. Previously approved proffered conditions or development conditions applicable to the portion(s) of the Application Property, which are not the subject of such an application, will otherwise remain in full force and effect as to any such portion(s) of the Application Property not included.
- F. Development Phasing. Development of the Application Property will occur in phases subject to these Proffers and compliance with all applicable codes, ordinances and other regulations, and provided that required parking, infrastructure, on-site recreational amenities, stormwater management and best management practice facilities are constructed concurrently to support each phase of the development.

2. PROPOSED DEVELOPMENT

- A. Uses. The Application Property will be developed with the following permitted principal and secondary uses as identified on the CDP/FDP up to a maximum 0.60 FAR:
 - (i) Continuing Care Facility. A Continuing Care Facility (CCF) consisting of up to 1,050 independent living apartment units (“Independent Living Units”) and up to 175 assisted living, skilled nursing and/or memory care units (collectively, “Assisted Living Units”). The Applicant reserves the right to modify the mix of Independent Living and Assisted Living Units, provided that the maximum number of CCF units constructed on the Application Property does not exceed 1,225. The CCF may also include permitted secondary uses as set forth in Section 6-603 of the Zoning Ordinance provided the maximum FAR is not exceeded. All secondary uses included in the CCF will be private for exclusive use by the residents

of the CCF, their guests and invitees. Permitted secondary uses in the CCF may include, but are not limited to, the following:

- a. Accessory uses, accessory service uses, and home occupations as permitted by Article 10 of the Zoning Ordinance;
- b. Automated teller machines;
- c. Business service and supply establishments;
- d. Restaurants, Carryout Restaurants and Quick Service Food Stores;
- e. Offices;
- f. Theaters;
- g. Retail sales establishments;
- h. Health clubs;
- i. Kennels (if located within a completely enclosed building);
- j. Community uses;
- k. Financial Institutions (exclusive of drive-through facilities);
- l. Garment cleaning establishments; and
- m. Churches, chapels, temples, synagogues and other places of worship.

(ii) Age Restricted Affordable Housing. An age-restricted affordable multifamily building(s) consisting of up to 76,800 square feet of gross floor area (GFA) (approximately, but not limited to, eighty (80) units) (the "Affordable Housing"). The Affordable Housing will be constructed by others in accordance with Proffer 14.

(iii) Community Recreation Facility. A publicly accessible Community Recreation Facility consisting of an indoor facility up to 35,000 square feet of GFA and an associated outdoor community park area. The Community Recreation Facility and community park area will be constructed by others in accordance with Proffer 9.C.

B. Temporary Marketing Facility. A temporary marketing facility, consisting of up to 5,500 square feet of GFA and associated surface parking, will be located on the Application Property prior to and during the construction of the first phase of the CCF development subject to the issuance of a Temporary Special Permit (TSP). Access will be provided from the private entry drive shown in the CDP/FDP. The

temporary marketing facility will be characterized by muted colors and landscaping around the perimeter, as depicted in the illustrative image provided on Sheet 20 of the CDP/FDP. The temporary marketing facility and surface parking will be removed no later than six (6) months following the issuance of the first Residential Use Permit (RUP) for the first building constructed as part of the CCF development or upon expiration of the TSP, whichever occurs first. The access to the Temporary Marketing Facility from the private entry drive will be closed within ninety (90) days of the issuance of the first RUP for the first building constructed as part of the CCF development or upon expiration of the TSP, whichever occurs first. Upon removal, the Applicant will grade and landscape the area and establish a passive park as shown on the CDP/FDP. The passive park may include, but will not be limited to, landscaping and planting beds, benches, and walkways. The Applicant will provide signage along the Private Entry Drive indicating that the passive park is open to the public. The final layout and design elements of the passive park will be determined within the Applicant's discretion at the time of site plan and provided to the Department of Planning and Development (DPD) for review upon removal of the Temporary Marketing Facility. The passive park will be owned and maintained by the Applicant subject to a public access easement. The easement will reserve to the Applicant the right to establish reasonable rules and regulations for the passive park including, but not limited to, hours when open to the public, the ability to reasonably restrict access to all users for violations of those rules and regulations, use for special events, security, and maintenance and repairs and/or safety purposes.

- C. Intensity/Density Credit. All intensity/density attributable to land area dedicated from the Application Property as designated on the CDP/FDP and conveyed at no cost to the Board or the Fairfax County Park Authority (FCPA), or as may be reasonably required at the time of site plan, will be subject to the provisions of Paragraph 4 of Section 2-308 of the Zoning Ordinance and is hereby reserved to the Application Property.
- D. Fire Marshal Evaluation. Changes to the CDP/FDP may be permitted in response to the review of site plans by the Fire Marshal, including, but not limited to, adjustments to landscaping, sidewalks/trails and/or amenities as necessary to allow for required emergency vehicle access, without requiring approval of a PCA or an amendment to the CDP/FDP, provided that such changes are approved by the Zoning Administrator in consultation with other applicable agencies as determined by the Zoning Administrator, which may include the Fairfax County Department of Transportation (FCDOT), the Urban Forestry Management Division (UFMD), the Fairfax County Park Authority (FCPA) and are in substantial conformance with the CDP/FDP and these proffers.
- E. VDOT Evaluation. Changes to the CDP/FDP may be permitted in response to the review of site plans by the Virginia Department of Transportation (VDOT), including adjustments to streetscape, right-of-way, sidewalks/trails, bus shelter

locations and/or other amenities as necessary without requiring approval of a PCA, CDPA or FDPA, provided that such changes are approved by the Zoning Administrator in consultation with other applicable agencies as determined by the Zoning Administrator, which may include FCDOT, UFMD, and/or FCPA, and are in substantial conformance with the CDP/FDP and these proffers.

3. TRANSPORTATION IMPROVEMENTS

- A. Construction. For purposes of the transportation improvements described in this Proffer, the term “construct” will mean the improvement is available for use by the public regardless of whether or not VDOT has accepted the improvement for maintenance.
- B. Dedication of Braddock Road Frontage. Subject to VDOT approval, the Applicant will dedicate at no cost and convey in fee simple with no encumbrances to the Board right-of-way with a variable width along the Application Property’s Braddock Road frontage, ranging from a minimum of 47.5 feet from the centerline up to a minimum of 59.5 feet from the centerline where right turn lanes into the Application Property are existing or proposed, as shown on the CDP/FDP. The right-of-way dedication shown on the CDP/FDP may be adjusted at the time of site plan provided that the minimum dimensions above are provided. Dedication will be made at the time of the first site plan approval for the first phase of the CCF or upon written demand of either Fairfax County or VDOT, whichever should first occur.
- C. Braddock Road Frontage. Subject to VDOT approval, the Applicant will install a buffer strip along the Braddock Road frontage in accordance with VDOT standards or in accordance with a design waiver approved by VDOT.
- D. Dedication of Interior Public Street. Subject to VDOT approval, the Applicant will construct and dedicate at no cost and convey in fee simple with no encumbrances to the Board a public street as shown on the CDP/FDP that provides access to Fairfax County Tax Map 69-1 ((1)) 34B, the Community Recreation Facility, and the CCF (the “Interior Public Street”). Dedication will be made prior to the first site plan approval for the first phase of the CCF, exclusive of the temporary marketing facility, or upon written demand of either Fairfax County or VDOT, whichever should first occur. In the event that VDOT does not accept a dedication of the Interior Public Street, it will remain in private ownership and the Applicant will grant a public ingress/egress and emergency vehicle access easement over the street. If the Interior Public Street is privately owned, the Applicant reserves the right to enter into a cost sharing agreement for maintenance with the owners of Tax Map 69-1 ((1)) 34B and the Community Recreation Facility.
- E. Construction of Interior Public Street. Subject to VDOT approval, prior to the issuance of the first RUP for the CCF, exclusive of the temporary marketing

facility, the Applicant will construct and open to traffic the Interior Public Street shown on the CDP/FDP.

- F. Braddock Road Trail. Subject to VDOT approval, the Applicant will install a ten (10) foot wide asphalt trail along the Application Property's Braddock Road frontage within the dedicated right-of-way as shown on the CDP/FDP. Said trail will be constructed prior to the issuance of the first RUP for either the Affordable Housing, or the first permanent building constructed as part of the CCF development on the Application Property, whichever occurs first.
- G. Turn Lane. Subject to VDOT approval, the Applicant will construct an eastbound right-turn lane on Braddock Road consisting of approximately one hundred (100) feet of vehicle stacking and an approximately one hundred (100) foot taper as identified on the CDP/FDP prior to the issuance of the first RUP for the first permanent CCF building constructed as part of the CCF development on the Application Property.
- H. Bus Shelters. Subject to VDOT and FCDOT approval the Applicant will install two (2) bus shelters with concrete pads within the right-of-way along the Application Property's Braddock Road frontage as shown on the CDP/FDP prior to the issuance of the RUP for the first permanent CCF building constructed as part of the CCF development on the Application Property. Notwithstanding the bus shelter locations shown on the CDP/FDP, the final design and location of the bus shelters will be determined at time of site plan approval in coordination with VDOT and FCDOT. The final locations of the bus shelters may necessitate adjustments to landscaping or right-of-way dedication as shown on the CDP/FDP, which will be accommodated without the necessity of a PCA, CDPA or FDPA, provided that such adjustments are in substantial conformance with the CDP/FDP.
- I. Private Streets. The ring road and all internal private streets on the Application Property intended to serve the CCF will be constructed of materials and depth of pavement consistent with public street standards and in accordance with the Fairfax County Public Facilities Manual (PFM). An emergency vehicle access easement in a form acceptable to the County Attorney will be granted over the ring road and each private street prior to the issuance of the first RUP for the respective permanent CCF building located adjacent to such private street section.
- J. Internal Pedestrian Circulation. Internal pedestrian circulation will be provided in the form of private trails and walkways throughout the Application Property as identified on the CDP/FDP. Except as otherwise indicated on the CDP/FDP, all permanent trails and walkways will meet the accessibility standards as required by the Americans with Disabilities Act. The Applicant reserves the right to modify the layout and alignment of the internal trails and walkways based on final design, provided that pedestrian connectivity is maintained throughout the Application Property and the limits of clearing and grading are not increased. Installation of the internal private trails and walkways will be phased with the

phased construction of the CCF, provided that the trails and walkways for each phase are in place prior to the issuance of the first RUP for that phase.

- K. Entry Drive and Vehicular Turnaround. At the time of approval of the first site plan that includes a permanent CCF building, the Applicant will grant a public ingress/egress and emergency vehicle access easement over the private entry drive and Vehicular Turnaround as shown on the CDP/FDP. The private entry drive and Vehicular Turnaround will be constructed in accordance with VDOT standards for public streets. The Applicant will perform all maintenance of the private entry drive and Vehicular Turnaround, including snow removal, from Braddock Road to the proposed public roadway identified on the CDP/FDP. The easement will prohibit the Applicant from closing or blocking access to the private entry drive and Vehicular Turnaround, except as may be reasonably necessary for maintenance. At such times as the private entry drive is closed for maintenance, two-way traffic will be maintained to provide access to the traffic signal at Braddock Road.
- L. Signalized Intersection Improvements. Prior to the issuance of the first RUP for the first permanent building constructed as part of the CCF, exclusive of the temporary marketing facility, the Applicant will construct the northbound approach of the intersection of Braddock Road and Burke Station Road to include separate left turn, through, and right turn lanes as shown on Sheet 4 of the CDP/FDP. The Applicant will also perform any necessary signal modifications to the traffic signal at the intersection of Braddock Road and Burke Station Road that may be necessary, subject to VDOT approval.
- M. Pedestrian Crosswalks. Prior to the issuance of the first RUP for the first permanent building constructed as part of the CCF, if approved by VDOT, the Applicant will install striped crosswalks for pedestrians across the Braddock Road access points shown on the CDP/FDP. If the striped crosswalks are not approved by VDOT, this Proffer will be null and void and of no further effect.

4. PARKING

- A. CCF Resident and Employee Parking. On-site parking for the CCF will be provided in parking garages located beneath the CCF buildings and surface parking areas. Each Independent Living Unit will be assigned one (1) reserved garage parking space. Surface parking spaces located throughout the CCF as shown on the CDP/FDP will be available to residents, guests and CCF employees within the discretion of the Applicant.
- B. Affordable Housing Parking. On-site parking for the Affordable Housing will be provided in a surface parking area as shown on the CDP/FDP. A maximum of eighty one (81) parking spaces will be provided for the Affordable Housing. The Applicant, or its successors or assigns, may reduce the number of Affordable Housing parking spaces at the time of site plan without the need for a PCA, CDPA, FDPA or parking reduction, provided that the number of spaces provided

is equivalent to the requirements for Independent Living dwelling units in accordance with Article 11 of the Zoning Ordinance. The Applicant, or its successors or assigns, may further reduce the number of parking spaces for the Affordable Housing through a parking reduction in accordance with Proffer 4.D. In addition, the Applicant may increase the number of parking spaces by up to ten percent in accordance with the minor variation provisions in Article 18 of the Zoning Ordinance without the need for a PCA, CDPA or FDPA.

- C. Parking Assessment. With the site plan submitted for each phase of development of the CCF, the Applicant will determine the number of surface parking spaces needed for that phase. Prior to the site plan submission for each phase of the CCF subsequent to the first phase, the Applicant will evaluate existing parking demand generated by the CCF. If, based on current parking demand, the Applicant determines that fewer surface parking spaces are needed for any given phase, the Applicant will reduce the number of surface parking spaces identified on the CDP/FDP, as long as the minimum Zoning Ordinance parking requirement is met or a parking reduction is approved in accordance with Proffer 4.D. This determination will be made within the sole discretion of the Applicant in consultation with Land Development Services (LDS). Said assessments by the Applicant will cease for any phases of the CCF after the first phase if LDS determines that such assessments are no longer needed. The Applicant reserves the right to provide additional surface parking in the first phase of development of the CCF in anticipation of higher parking demands upon commencement of operations. Any additional surface parking provided with the first phase will not exceed the maximum number of surface parking spaces for the CCF identified on the CDP/FDP.
- D. Parking Reduction. Nothing herein will preclude the Applicant, FCPA or the owner of the Affordable Housing from requesting a parking reduction in the future if it is determined by the Applicant, FCPA or the owner of the Affordable Housing, respectively, that the parking represented on the CDP/FDP is not required. Said reduction will be processed through the submission of a parking demand analysis to be reviewed and approved by LDS. Any parking reduction approved by LDS will not necessitate the approval of a PCA, CDPA or FDPA.
- E. Shuttle Spaces. With the site plan submitted for each phase of development of the CCF, the Applicant will identify parking spaces to be reserved for private shuttle parking.
- F. Loading Spaces. With the site plan submitted for each phase of development of the CCF, loading spaces will be provided as identified on the CDP/FDP. Notwithstanding the loading spaces identified on the CDP/FDP, the Applicant reserves the right to modify the number and location of loading spaces at the time of site plan based on final design, provided that the loading spaces are distributed throughout the CCF.

5. FIRE AND RESCUE

- A. Traffic Signal Pre-emption Equipment Contribution. Prior to the first site plan approval for the first phase of CCF development that includes permanent construction, exclusive of the temporary marketing facility, the Applicant will contribute the sum of fifty thousand dollars (\$50,000.00) to the Capital Project entitled Traffic Light Signals in Fund 300-C30070, Public Safety Construction, for the installation of signal pre-emption equipment at the intersection of Braddock Road and Burke Station Road and at four (4) other intersections within the Braddock Magisterial District as determined by the Fairfax County Fire and Rescue Department (FRD). The Applicant will not be responsible for the installation, ongoing maintenance, or repair of the signal pre-emption equipment.
- B. Monetary Contribution. Prior to the issuance of a RUP for each unit in the CCF development, the Applicant will provide a monetary contribution to the FRD Ambulance Replacement Reserve Fund in the amount of one hundred eighty three dollars and sixty seven cents (\$183.67) per unit, to be used at the sole discretion of FRD. Based on 1,225 proposed CCF units, the maximum amount of this contribution is limited to \$225,000.00, however, the actual contribution will be based on the number of CCF units actually constructed. The Applicant reserves the right to make payments toward this monetary contribution earlier than required by this proffer.

6. LANDSCAPING

- A. Landscape Planting Plan. As part of the first and all subsequent site plan submissions, the Applicant will include a landscape planting plan and specifications for review and approval by UFMD. The landscape planting plan will be in conformance with the types and quantity of planting and landscape materials shown on Sheets 5 through 8 of the CDP/FDP, however, the Applicant reserves the right to include additional landscaping not shown on the CDP/FDP at the time of site plan. The landscape planting plan and specifications will incorporate sustainable landscape planting techniques designed to reduce maintenance requirements, contribute to improved air quality, stormwater management, and resources conservation capabilities that may be provided by trees and other vegetation. Such techniques may include, but are not limited to, the following:
- (i) The reduction of natural turf or natural grass areas to minimize mowing operations and resulting air pollution. Mulched planting beds that incorporate groups of trees and other vegetation will be utilized where feasible to provide a root zone environment favorable to trees and other vegetation.
 - (ii) The provision of a diverse selection of non-invasive and, to the extent feasible, native plants to encourage native pollinators and reduce the need

for supplemental watering and the use of chemical fertilizers, herbicides and chemical control of harmful insects and disease.

(iii) Where feasible, the grouping of overstory trees, understory trees, shrubs and groundcovers.

B. Foundation Plantings. The landscape planting plan submitted with each site plan submission will include foundation plantings around the perimeter of the CCF buildings that are generally consistent with the typical provided on Sheet 5A of the CDP/FDP. Final design of the foundation plantings will be determined by the Applicant at the time of site plan.

C. Landscape Planting Pre-Installation Meeting. Prior to installation of any plants to meet the requirements of the approved landscape planting plan, the Applicant or its designated representative will coordinate a pre-installation meeting on the Application Property with the landscape contractor, UFMD staff and any additional appropriate parties. Any proposed changes to planting locations, tree/shrub planting sizes, and species substitutions shown on the approved plan will be reviewed and approved by UFMD prior to planting. The installation of plants not approved by UFMD may require a revision to the landscape planting plan or removal and replacement with approved trees/shrubs prior to bond release.

D. Soils. Soil in planting areas that contain construction debris and rubble, is compacted, or is unsuitable for the establishment and long-term survival of landscape plants, will be the subject of remedial action to restore planting areas. The Applicant will provide notes and details specifying how such soil will be restored for the establishment and long-term survival of landscape plants for review and approval by UFMD.

E. Mulch Beds. Prior to the issuance of the first RUP for each phase of the CCF development, the Applicant will contact UFMD to request an inspection of mulch beds provided with each phase to confirm that mulch beds have been installed in accordance with the landscape planting plan.

7. TREE PRESERVATION

A. Scope. The provisions set forth in this Proffer 7 related to the Applicant's tree preservation and invasive plant species management requirements and obligations extend only to that portion of the Application Property to be developed by the Applicant and the Vegetated Open Space area identified on Sheet 24 of the CDP/FDP. The Applicant will not be responsible for the assessment, conservation or removal of trees or invasive species in the Public Recreation Area identified on Sheet 24 of the CDP/FDP or in the area to be developed with the Affordable Housing.

B. Tree Inventory and Condition Analysis. The Applicant will submit a Tree Inventory and Condition Analysis as part of the first and all subsequent site plan

submissions for those portions of the Application Property within twenty five (25) feet of the limits of clearing and grading identified on the CDP/FDP. The Tree Inventory and Condition Analysis will be prepared by a Certified Arborist or Registered Consulting Arborist (the "Project Arborist"), and will include elements of PFM 12-0507 deemed appropriate to the project site as determined by UFMD.

- C. Tree Preservation Plan. The Applicant will submit a Tree Preservation Plan and Narrative for those portions of the Application Property identified on the CDP/FDP as areas of tree preservation as part of the first and all subsequent plan submissions. The Tree Preservation Plan and Narrative will be prepared by the Project Arborist, and will include elements of PFM 12-0509 deemed appropriate to the project site as determined by UFMD.
- D. Project Arborist/Pre-Construction Meeting. The Project Arborist will attend a pre-construction meeting to review the limits of clearing and grading with a UFMD representative to determine where adjustments to the clearing limits can be made to increase the area of tree preservation and/or to increase the survivability of trees at the limits of clearing and grading. Prior to the pre-construction meeting the Applicant will have the approved limits of clearing and grading flagged with a continuous line of flagging. Adjustments to the limits of clearing and grading will be recorded by the Project Arborist and tree protection fencing will be implemented under the Project Arborist's supervision based on these adjustments.
- E. Tree Protection Fencing. The Applicant will provide appropriate tree protection devices, based on site conditions and proposed construction activities as reviewed and approved by UFMD. Tree protection fence will consist of four-foot high welded wire attached to six-foot steel posts driven 18 inches into the ground and spaced no further than 10 feet apart, or super silt fence.
- F. Tree Preservation Measures. Tree preservation measures will be clearly identified, labeled, and detailed on the Erosion and Sediment Control Plan sheets and Tree Preservation Plan. Tree preservation measures may include, but are not limited to the following: root pruning, crown pruning, mulching, and watering. Specifications will be provided on the plan detailing how preservation measures will be implemented. To the extent feasible, the location of utilities will be selected in a manner to minimize impacts on trees in tree preservation areas identified on the CDP/FDP. Tree preservation activities will be completed during implementation of Phase 1 of the Erosion and Sediment Control Plan.
- G. Additional Tree Preservation Areas. At the time of site plan, the Applicant will explore additional measures to enhance the survivability of trees in those areas identified on Sheet 5 of the CDP/FDP as "Possible Ex. Trees to Remain" in consultation with UFMD. Such measures may include, but are not limited to, adjustments to the limits of clearing and grading and/or the installation of retaining walls in these areas to improve the survivability of the trees.

- H. Demolition. The demolition of all existing structures and site features within or adjacent to tree preservation areas will be accomplished in the least disruptive manner practical as reviewed and approved by UFMD. All tree preservation fencing will be in place and verified by a UFMD or other County representative prior to commencement of demolition activities.
- I. Utilities. Notwithstanding the limits of clearing and grading identified on the CDP/FDP, if it is determined at the time of site plan that additional clearing and/or grading is required to accommodate the installation, replacement or improvement of sanitary sewer lines and other necessary utilities, such additional clearing and/or grading will be limited to the extent feasible in coordination with UFMD at the time of site plan. If it is determined in consultation with UFMD that additional planting is required to offset the additional clearing and/or grading, such planting will be provided at the time of site plan without the need for a PCA, CDPA or FDPA.
- J. Site Monitoring. The Applicant's Project Arborist will be present on site during implementation of the Phase 1 Erosion and Sediment Control Plan and monitor any construction activities conducted within or adjacent to areas of trees to be preserved. Construction activities include, but may not be limited to clearing, root pruning, tree protection fence installation, vegetation/tree removal, and demolition activities. During implementation of Phase 2 Erosion and Sediment Control Plan, the Project Arborist will visit the site on a regular basis to continue monitoring tree preservation measures and ensure that all activities are conducted as identified in the Tree Preservation Plan and approved by UFMD. Written reports will be submitted to UFMD and the Site Development and Inspections Division (SDID) site inspector detailing site visits. A monitoring schedule and Project Arborist reports will be described and detailed in the Tree Preservation Plan.
- K. Invasive Plant Species Management. With the site plan for each phase of the CCF development, the Applicant will determine if invasive species are present. If necessary, areas containing plant species that are known to be invasive in quantities that threaten the long-term health and survival of the existing vegetation to be preserved will be the subject of an invasive plant species management plan in order for the area to be awarded full 10-year canopy credit. At the time of site plan submission the Applicant will provide a management plan for review and approval by UFMD specifying the common and scientific name of invasive species proposed for management, the target area for management efforts, methods of control and disposal of invasive plants, timing of treatments and monitoring, duration of the management program, and potential reforestation as needed.

8. ARCHITECTURAL DESIGN

- A. CCF Buildings. The architectural design of the CCF buildings will be in general conformance with the conceptual elevations as shown on Sheets 21 and 22 of the

CDP/FDP. The design may be modified as a result of final design and engineering so long as the character and quality of the architecture and building materials of the CCF buildings remain in general conformance with that shown on the CDP/FDP. The Applicant reserves the right to make adjustments to building features at the time of final design including, but not limited to, the number, type and location of windows, balconies, building entrances, and other building elements. Building materials for the CCF buildings may include, but will not be limited to, the following:

- (i) Brick;
- (ii) Stone and/or masonry;
- (iii) Asphalt shingle roofs;
- (iv) Cementitious lap siding and/or trim; and
- (v) Stucco.

- B. Retaining Walls. Retaining walls will be generally consistent in appearance and materials with the illustrative images provided on Sheet 19 of the CDP/FDP. The final design and building materials for the retaining walls will be determined at the time of site plan. The Applicant will have the flexibility to adjust the locations and lengths of retaining walls as may be required pursuant to final design, however, the general location and approximate height of the retaining walls will remain as shown on the CDP/FDP.

9. RECREATION FACILITIES AND PARKS

- A. Private Recreation Facilities. The Applicant will provide indoor and outdoor private recreation facilities for the residents of the CCF. Indoor private recreation facilities within the CCF may include, but will not be limited to, fitness centers and indoor sport courts, an indoor aquatics center, activity rooms and other community gathering spaces, and such other indoor recreation amenities as determined by the Applicant at final design. A variety of outdoor private recreation facilities will be provided in a minimum of six (6) locations located throughout the CCF including, but not limited to, accessible trails and/or walking paths, garden areas, dog exercise areas, outdoor dining areas with seating, shade structures, outdoor exercise and gaming areas and such other outdoor recreation amenities as may be determined by the Applicant. The foregoing list of indoor and outdoor private recreation amenities within the CCF is non-exhaustive, and the Applicant reserves the right to modify, reconfigure, and/or provide additional indoor and outdoor private recreation facilities in the future without the need for a PCA, CDPA or FDPA.
- B. Phasing and Location of Private Recreation Facilities. Construction of the private recreation facilities set forth in Proffer 9.A. will be phased with the development

of the CCF such that residents of each phase will have access to both indoor and outdoor private recreation facilities. Access to the indoor and outdoor recreation amenities will be provided through a network of exterior walkways and interior corridors as indicated on the CDP/FDP. The CCF will be organized as an integrated community consisting two or more "Neighborhoods" comprised of smaller groups of individual buildings. While all residents of the CCF will have equal access to all of the indoor and outdoor private recreational amenities provided on-site, the amenities will be dispersed throughout the CCF such that residents of each building and each Neighborhood will have convenient access to the amenities. Larger amenities intended to serve the entire community, such as the indoor aquatics center, will be centrally located on site to the extent feasible to provide convenient access to all residents. Smaller amenities intended to accommodate residents of each Neighborhood and individual buildings will be dispersed throughout the CCF. The following is a breakdown of the three amenity tiers and the types of possible indoor and outdoor amenities that may be provided in each tier:

(i) Tier 1 – Community Amenities.

- a. Pool and Spa
- b. Main fitness center
- c. Wood/hobby shop
- d. Movie theater
- e. Auditorium
- f. Resident concierge suite
- g. Putting green
- h. Bocce courts
- i. Dog park
- j. Resident gardens
- k. Outdoor dining/kitchen area
- l. Fire pit

(ii) Tier 2 – Neighborhood Amenities.

- a. Smaller specialty restaurants
- b. Commons/gathering area(s)

- c. Library
- d. Card rooms
- e. Creative arts rooms
- f. Gardening rooms
- g. Yoga Rooms
- h. Smaller fitness rooms
- i. Game dens
- j. Outdoor seating areas
- k. Shade structures

(iii) Tier 3 – Building Amenities.

- a. Small common gathering spaces
- b. Library nooks
- c. Small reading rooms
- d. Outdoor seating areas

C. Community Recreation Facility. Prior to the issuance of the first RUP for the first new building constructed as part of the CCF development, exclusive of the temporary marketing facility, or as mutually agreed by the Applicant and the FCPA, the Applicant will dedicate to the FCPA in fee simple and without financial encumbrances approximately 4.7 acres of the Application Property identified on Sheet 24 of the CDP/FDP in accordance with the following:

- (i) The conveyance will be subject to a condition that the FCPA coordinate with the community through the Braddock District Supervisor to determine design, on-site uses, programming, and scheduling.
- (ii) The dedicated area will be developed by others with the following:
 - a. A publicly accessible community recreation facility with up to 35,000 square feet of gross floor area as shown on the CDP/FDP intended to accommodate active use, community use, and recreational use for all ages and all abilities, as funding is available through the FCPA working with the Board to fund development and operation of the facility.

- b. An outdoor community park area in the area identified on the CDP/FDP.
 - c. A surface parking lot consisting of up to 100 parking spaces. Said parking lot may be used by the CCF as mutually agreed with FCPA, but will not be used by the CCF to meet minimum parking requirements.
- (iii) Prior to dedication, the Applicant will demolish the existing structure in this location, perform any necessary clearing and grading to prepare the site for construction, install any necessary utility connections (including but not limited to water, sewer and electric), install stormwater management facilities, and construct the surface parking lot with associated travelways as shown on the CDP/FDP. This work will be performed in accordance with a separately bonded site plan submitted and processed by and at the expense of the Applicant.
- (iv) Upon dedication and release of the site plan addressed in Proffer 9.C.(iii), the Applicant will have no further responsibility for the dedicated area or the Community Recreation Facility. The Applicant will not be responsible for coordination described in Proffer 9.C.(i), design, construction or implementation of programming of the Community Recreation Facility and any associated indoor or outdoor recreation amenities. Any landscaping provided in conjunction with the Community Recreation Facility will be installed and maintained by others. However, the Applicant reserves the right to review and comment on the design of the Community Recreation Facility within its reasonable discretion to ensure it is compatible with the CCF.
- (v) Prior to dedication, the Applicant will clear this dedication area of waste and debris in accordance with Section 2-1002.4(B) of the Public Facilities Manual (PFM) and schedule an inspection with the FCPA Land Acquisition Manager, the Area 4 Operations Manager and the Natural Resource Protection Manager to confirm the land is acceptable for dedication.
- D. Trail. The Applicant will construct an eight (8) foot wide asphalt trail along the western portion of the Application Property as shown on the CDP/FDP. The portion of the trail located between the Affordable Housing and Braddock Road will be constructed prior to the issuance of a RUP for the Affordable Housing. The required plans for the remaining portion of the trail and any associated improvements will be approved and bonded prior to the issuance of a RUP for the sixth (6th) CCF building, exclusive of the temporary marketing facility. Notwithstanding the location shown on the CDP/FDP, this trail will be field located in consultation with the FCPA Trails Coordinator and UFMD at the time of site plan to minimize impacts on existing trees. Portions of the trail located

outside of the dedicated area will be subject to an easement to permit access by FCPA for trail maintenance purposes.

- E. Peripheral Tree Buffer. Upon completion of the trail set forth in Proffer 9.D, but no later than prior to the issuance of a RUP for the tenth (10th) permanent CCF building exclusive of the temporary marketing facility, or at such time as mutually agreed by the Applicant and the FCPA, the Applicant will dedicate to FCPA in fee simple and without encumbrances approximately 22.6 acres of the Application Property as identified on Sheet 24 of the CDP/FDP to serve as a buffer between the Application Property and the adjacent residential communities. The existing trees located within this dedication area will remain as indicated on Sheet 5 of the CDP/FDP.
- F. Value of FCPA Dedication and Site Improvements. Prior to the issuance of the first RUP for the first new building constructed as part of the CCF development, exclusive of the temporary marketing facility, the Applicant will demonstrate that the combined value of the site improvements performed by the Applicant in accordance with Proffer 9.C(iii) and the value of the land dedicated to FCPA in accordance with Proffers 9.C and 9.E is equal to or greater than the sum of eight hundred ninety three dollars (\$893.00) per new resident in the CCF, based on the number of Independent Living units actually constructed in the CCF. Based on the formula utilized by FCPA and an anticipated 1,050 Independent Living CCF units, the combined value of the site improvements and land dedication will be a minimum of one million four hundred six thousand four hundred and seventy five dollars (\$1,406,475.00).

10. ARCHAEOLOGY

The Applicant will conduct a Phase I archaeological study on previously undisturbed areas of the Application Property located within the limits of clearing and grading, inclusive of the proposed trail along the western portion of the Application Property. The Applicant will provide the results of said study to the Archaeology and Collections Branch (ACB) of the Fairfax County Park Authority for review and approval prior to approval of the first site plan. The study will be conducted by a qualified archaeological professional approved by ACB. If the Phase I study concludes that a Phase II archaeological study is warranted, the Applicant will complete said study and provide the results to ACB prior to any land disturbing activities on the previously undisturbed areas of the Application Property. If the Phase II study concludes that an additional Phase III evaluation and/or recovery is warranted on any previously undisturbed areas of the Application Property, the Applicant will complete said work in consultation with ACB prior to or in conjunction with the issuance of a grading permit for any affected areas. Should adjustments be needed to the improvements identified on the CDP/FDP, said adjustments may be made without the necessity of a PCA, CDPA or FDPA.

11. NOISE ATTENUATION

- A. In order to reduce interior noise to a level of approximately 45 dBA Ldn, units anticipated to be impacted by traffic noise from Braddock Road having levels projected to be between 65 – 70 dBA Ldn, will have the following acoustical treatment measures:
- (i) Exterior walls will have a laboratory Sound Transmission Classification (STC) rating of at least 39.
 - (ii) Doors, windows and glazing will have a laboratory STC rating of at least 28 unless glazing constitutes more than 20% of any façade exposed to noise levels between 65 and 70 dBA Ldn. If doors, windows and other glazed areas constitute more than 20% of any facade impacted by noise, they will have the same laboratory STC ratings specified for exterior walls, or the Applicant will submit an acoustical analysis showing the composite performance of the exterior walls including doors, windows and glazing being equal to STC 39.
 - (iii) Adequate measures to seal and caulk between surfaces will be provided in accordance with methods approved by the American Society for Testing and Materials ("ASTM") to minimize sound transmission.
- B. The Applicant reserves the right to pursue other methods of mitigating highway noise impacts that can be demonstrated through an independent noise study as reviewed and approved by LDS and DPD at the time of site plan, provided that these methods will be effective in reducing interior noise levels for residential units to approximately 45 dBA Ldn and exterior noise within outdoor recreation areas to approximately 65 dBA Ldn.
- C. Installation of features to mitigate noise not shown on the CDP/FDP may be permitted at site plan in response to the results of the noise study without requiring approval of a PCA, CDPA or FDPA provided such features are approved by the Zoning Administrator in consultation with other applicable agencies as determined by the Zoning Administrator, and are in substantial conformance with the CDP/FDP and these proffers.

12. GREEN BUILDING PRACTICES

- A. Independent Living CCF Buildings. The Applicant will seek certification of the CCF buildings, exclusive of the temporary marketing facility and the Assisted Living Building, in accordance with the Earthcraft House Program as demonstrated through documentation provided to LDS and DPD prior to the issuance of the first RUP for each CCF building. An alternative certification may be selected by the Applicant, subject to the review and approval of the Environmental and Development Review Branch (EDRB) of DPD at the time of site plan.

B. Assisted Living Building. The Applicant will implement green building practices for the common publicly accessible areas of the Assisted Living Building, exclusive of individual Assisted Living Units:

(i) The Applicant will install only LED or fluorescent lamps in all interior building lighting fixtures. The Applicant will provide a maximum lighting power allowance of 1.25 watts/square foot, except to the extent a higher power allowance is required by applicable federal, state and/or local regulations or licensing. Prior to the issuance of a Non-RUP for the Assisted Living Building the Applicant will provide proof of installation and manufacturer's product data to the Environment and Development Review Branch (EDRB) of DPD.

(ii) The Applicant will install motion sensor flush valves and low-flow plumbing fixtures that have a maximum water usage as follows, in restroom facilities located in publicly accessible common areas of the CCF:

- 1) Water closet = 1.28 gallons per flush (gpf)
- 2) Urinals = 0.5 gpf
- 3) Showerheads = 2.0 gallons per minute (gpm), when measured at a flowing water pressure of 80 pounds per square inch
- 4) Lavatory Faucets = 1.5 gpm, when measured at a flowing water pressure of 60 pounds per square inch

The Applicant will provide proof of installation and the manufacturer's product data to the EDRB.

(iii) The Applicant will install new Energy Star, or equivalent, water heaters and mechanical units. Installation locations and manufacturer's product data, including the Energy Star Energy Guide, if installed, will be provided to the EDRB prior to the issuance of a Non-RUP for the Assisted Living Building.

13. LIGHTING

A. Compliance With Zoning Ordinance. All outdoor and building-mounted lighting provided on the Application Property by the Applicant will comply with the Outdoor Lighting Standards of Section 14-900 of the Zoning Ordinance.

B. Parking Lot and Building Mounted Lighting. Light poles in surface parking lots and building-mounted lighting will utilize shielded cut-off fixtures and be directed inward and downward such that the lamp surface is not directly visible to adjacent properties.

14. AFFORDABLE HOUSING

A. Age Restricted Affordable Housing. The Affordable Housing will be located on approximately 4.3 acres of the Application Property as shown on the CDP/FDP.

- (i) The Applicant will enter into an agreement with a third-party non-profit developer for the development of the Affordable Housing. As part of the agreement, the land area associated with the Affordable Housing will be conveyed or leased to the third-party at no cost no later than bond release for the site development work performed by the Applicant in accordance with Proffer 14.B. If the land area is leased, and the lease is not renewed at the expiration of its term by the third-party non-profit developer or leased to another affordable housing provider, the Applicant will dedicate the land area and Affordable Housing building(s) to the Fairfax County Redevelopment and Housing Authority (FCRHA).
- (ii) The Affordable Housing will not be a part of the CCF and will be constructed and operated by the third-party which is to be selected at the Applicant's discretion.
- (iii) The agreement referenced in Proffer 14.A(i) will include the provision of a van or shuttle service between the Affordable Housing and the Community Recreation Facility. This service may, but is not required to, include other stops. This service will be available to the Affordable Housing residents at no charge on an as-needed basis, commencing upon the issuance of the first RUP for the Affordable Housing or the issuance of the first Non-RUP for the Community Recreation Facility, whichever occurs later. Residents of the Affordable Housing will be advised of the availability of this service at the time they enter into a lease. If it is determined by the Applicant, its successors or assigns, as demonstrated to FCDOT, that the service is not utilized by the Affordable Housing residents after three (3) years of operation following the issuance of the final RUP for the Affordable Housing, the service may be terminated. In the event the service is terminated in accordance with this proffer, the Applicant, or its successors or assigns, may, but is not required to, reinstate the service in the future without the need for a PCA, CDPA or FDPA.
- (iv) The Affordable Housing will be affordable to households earning up to sixty percent (60%) of the area median income (AMI), and will be restricted to individuals sixty-two (62) years and older in accordance with all applicable state and federal fair housing regulations.
- (v) Notwithstanding the foregoing, the Applicant, or its successors or assigns, reserves the right to enter into a separate written agreement with the appropriate Fairfax County agency as to the terms and conditions of the administration of the Affordable Housing. Such an agreement will be on

terms mutually acceptable to the Applicant, its successors or assigns, and Fairfax County and may occur after approval of this application. Neither the Board nor the County will be obligated to execute such an agreement. If such an agreement is executed by all applicable parties, then the Affordable Housing will be administered solely in accordance with such agreement. Such an agreement and any modifications thereto will be recorded in the land records of Fairfax County.

- B. Site Development. In order to facilitate the construction of the Affordable Housing, prior to the issuance of the first RUP for the first new building in the CCF, exclusive of the temporary marketing facility, the Applicant will:
- (i) Demolish the existing buildings, and perform preliminary clearing and grading reasonably necessary to prepare the area for construction;
 - (ii) Install any necessary utility connections to the property line, at a minimum, and stormwater management facilities for the Affordable Housing to be located on and/or off-site from the Affordable Housing parcel; and
 - (iii) Provide, at no cost to the third-party, any necessary easements, permissions and/or other agreements as deemed reasonably necessary by the Applicant to allow for the construction of the Affordable Housing.

The work described in this proffer will be performed by and at the sole cost and expense of the Applicant. The Applicant will be responsible for securing the required site plan and other approvals necessary to perform this work.

- C. Value of Land and Site Improvements. Prior to the issuance of the first RUP for the first new building constructed as part of the CCF development, exclusive of the temporary marketing facility, the Applicant will demonstrate that the combined value of the land area provided for the Affordable Housing in accordance with Proffer 14.A and the site improvements performed by the Applicant in accordance with Proffer 14.B is equal to or greater than the sum of three dollars (\$3.00) per square foot of the total GFA of the CCF as identified on the CDP/FDP. In the event that the combined value of the land area and site improvements is less than this amount, the Applicant will provide the difference as a monetary contribution to the Fairfax County Housing Trust Fund.
- D. Timing. No RUPs for the fifth (5th) CCF building that includes Independent Living units, exclusive of the Assisted Living Building, will be issued until the third-party non-profit developer has: (1) secured all financing necessary, including Low-Income Housing Tax Credits, if applicable, and (2) obtained a building permit to allow construction of the Affordable Housing. Additionally, in no event may the Applicant proceed with the construction of the seventh (7th) CCF building until the first RUP is issued for the Affordable Housing. In the event that construction and/or occupancy of the Affordable Housing is delayed

due to factors outside the Applicant's control despite diligent pursuit thereof, the Applicant may request a determination from the Zoning Administrator to allow construction of additional CCF units.

- E. Architecture and Design. The architecture and design of the Affordable Housing will be determined within the discretion of the third-party non-profit developer. The Applicant reserves the right to review, comment on and reasonably approve the architectural design and materials of the Affordable Housing building(s) for compatibility with the architecture and materials of the CCF buildings, provided that such approval is not unreasonably withheld so as to cause a delay in the construction of the Affordable Housing.

15. STORMWATER MANAGEMENT

- A. Subject to the approval of LDS, the Applicant will implement a Stormwater Management (SWM) and Best Management Practices (BMP) plan to control the quantity and quality of stormwater runoff from the Application Property. The Applicant will provide stormwater management facilities as shown on the CDP/FDP. The Applicant will meet or exceed the minimum State and Fairfax County requirements for stormwater quantity and quality, unless otherwise waived or modified. The Applicant will achieve one hundred percent (100%) of the phosphorous load reduction through the provision of on-site BMP facilities. SWM and BMP facilities will be phased with development of the CCF.
- B. The Applicant reserves the right to pursue additional SWM and/or BMP measures provided the same are in substantial conformance with the CDP/FDP. In the event that alternative SWM and/or BMP measures are selected and additional clearing is necessary, the Applicant will coordinate with UFMD and SDID at the time of site plan to ensure that the amount of additional clearing is minimized.
- C. Should new stormwater management regulations be issued affecting the Application Property, the Applicant will have the right to accommodate necessary changes to its stormwater/BMP facility designs without the requirement of a PCA, CDPA or FDPA, or gain approval of any administrative modifications to the CDP/FDP or proffers, provided the facility's design substantially conform with the CDP/FDP.

16. MISCELLANEOUS

- A. Signs. Signs on the Application Property will be permitted in accordance with Article 12 of the Zoning Ordinance. The Applicant reserves the right to pursue a Comprehensive Sign Plan for the Application Property.
- B. Timing of Completion. Upon demonstration by the Applicant that, despite diligent efforts or due to factors beyond the Applicant's control, construction of any of the required improvements described herein has been delayed beyond the timeframes specified, the Zoning Administrator may agree to a later date for

completion of such improvement without the necessity of a PCA, CDPA or FDPA.

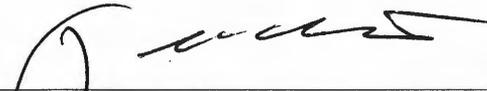
- C. Successors and Assigns. These proffers will bind and inure to the benefit of the Applicant and its successors and assigns. Each reference to "Applicant" in this proffer statement will include within its meaning and will be binding upon the Applicant's successor(s) in interest and/or the owners from time to time of any portion of the Application Property during the period of their ownership. Once portions of the Application Property are sold or otherwise transferred, the associated proffers become the obligation of the purchaser or other transferee and will no longer be binding on the seller or other transferor.
- D. Escalation. All monetary contributions required by these proffers will escalate on a yearly basis from the base year of 2020, and change effective each January 1 thereafter based on the Consumer Price Index as published by the Bureau of Labor Statistics, the U.S. Department of Labor for the Washington-Baltimore Consolidated Metropolitan Statistical Area, as permitted by Virginia State Code Section 15.2-2303.3.3.

[SIGNATURE ON FOLLOWING PAGE]

APPLICANT/TITLE OWNER OF TAX MAP 69-1 ((1)) 34

ERICKSON LIVING AT BRADDOCK ROAD LLC

By: Erickson Living Properties, LLC, Sole Member

By: 

Todd A. Matthiesen
Chief Financial Officer

[SIGNATURES END]

H

Attorney's Opinion
(MANDATORY)

March 16, 2021

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

RE: 2021 Tax Credit Reservation Request

Name of Development: Braddock Nine
Name of Owner: Braddock Nine Limited Partnership

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 16, 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 appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

GALLAGHER

GALLAGHER EVELIUS & JONES
ATTORNEYS AT LAW

Virginia Housing Development Authority

March 16, 2021

Page 2

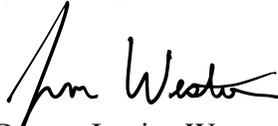
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
6. The nonprofit organization's ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

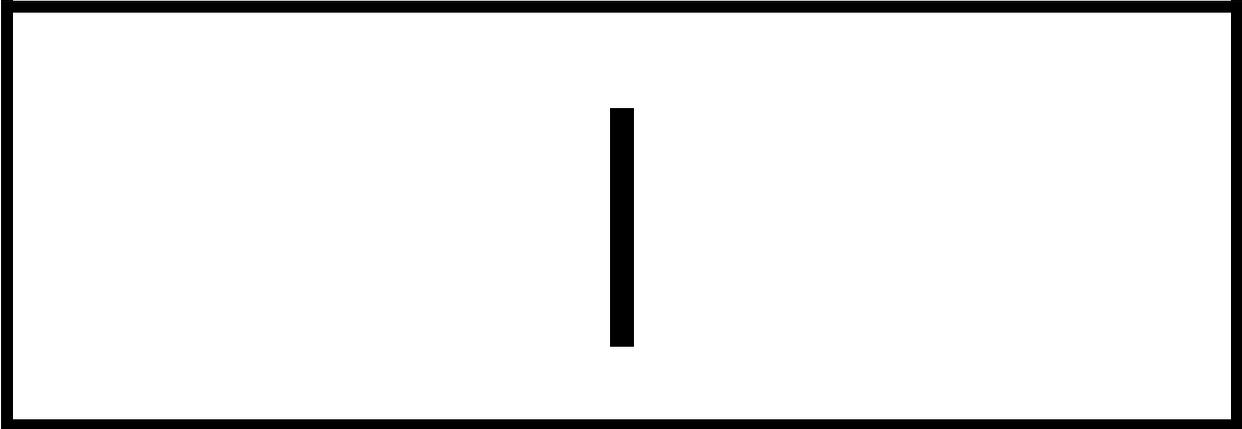
This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

GALLAGHER EVELIUS & JONES LLP



By: Jessica Weston, Esquire

Its: Partner



Nonprofit Questionnaire

(MANDATORY for points or pool)



Non-profit Questionnaire

Part II, 13VAC10-180-60, of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended (the "Code") establishes certain requirements for receiving credits from the non-profit pool established under the Plan and assigning points for participation of a non-profit organization in the development of qualified low-income housing.

Answers to the following questions will be used by the Authority in its evaluation of whether or not an applicant meets such requirements. [Attach additional sheets as necessary to complete each question.](#)

1. General Information

- Name of development: _____
 - Name of owner/applicant: _____
 - Name of non-profit entity: _____
 - Address of principal place of business of non-profit entity:

 - Tax exempt status: 501(c)(3) 501(c)(4) 501(a)
 - Date of legal formation of non-profit (must be prior to application deadline); _____
evidenced by the following documentation:

 - Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):

 - Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):

 - How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?
_____ How many part time, paid staff members? _____
- Describe the duties of all staff members:

Non-profit Questionnaire, cont'd

- Does the non-profit share staff with any other entity besides a related non-profit described above?

Yes No If yes, explain in detail: _____

- What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development

- List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:

2. Non-profit Formation

- If this is your first Non-profit Questionnaire in Virginia please explain in detail the genesis of the formation of the non-profit; otherwise please skip this question:

- Is the non-profit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?

Yes No If yes, explain in detail:

- Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the non-profit?

Yes No If yes, explain:

- Does any for-profit organization or local housing authority have the right to make such appointments?

Yes No If yes, explain:

Non-profit Questionnaire, cont'd

- Does any for profit organization or local housing authority have any other affiliation with the non-profit or have any other relationship with the non-profit in which it exercises or has the right to exercise any other type of control?

Yes No, If yes, explain: _____

- Was the non-profit formed by any individual(s) or for profit entity for the principal purpose of being included in the non-profit Pool or receiving points for non-profit participation under the Plan?

Yes No

- Explain any experience you are seeking to claim as a related or subsidiary non-profit.

3. Non-profit Involvement

- Is the non-profit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in

§42(i)(1) of the Code)?

Yes No

(i) Will the non-profit own at least 10% of the general partnership/owning entity?

Yes No

(ii) Will the non-profit own 100% of the general partnership interest/owning entity?

Yes No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:

- (i) Will the non-profit be the managing member or managing general partner?

Yes No If yes, where in the partnership/operating agreement is this provision specifically referenced?

(ii) Will the non-profit be the managing member or own more than 50% of the general partnership interest? Yes No

- Will the non-profit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?

Yes No If yes, where in the partnership/operating agreement is this provision specifically referenced?

Non-profit Questionnaire, cont'd

Recordable agreement attached to the Tax Credit Application as TAB V

If no at the end of the compliance period explain how the disposition of the assets will be structured:

- Is the non-profit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

Yes No If yes,

- (i) Describe the non-profit's proposed involvement in the construction or rehabilitation of the Development:

- (ii) Describe the nature and extent of the non-profit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

- (iii) Will the non-profit invest in its overall interaction with the development more than 500 hours annually to this venture? Yes No If yes, subdivide the annual hours by activity and staff responsible and explain in detail:

- If this is a joint venture, (i.e. the non-profit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

- Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?

Yes No If yes,

- (i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

- Will the non-profit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services? Yes No If yes, explain the amount and source of the funds for such payments.

Non-profit Questionnaire, cont'd

- Will any portion of the developer's fee which the non-profit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner? Yes No If yes, explain in detail the amount and timing of such payments.

- Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?
 Yes No If yes, explain:

- Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity?
 Yes No If yes, explain:

- Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

- Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? Yes No

- Define the non-profit's geographic target area or population to be served:

- Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?
 Yes No If yes, or no, explain nature, extent and duration of any service:

- Does the non-profit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the non-profit on design, location of sites, development and management of affordable housing? Yes No If yes, explain:

- Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?
 Yes No

- Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
 Yes No If yes, explain:

- Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? Yes No If yes, describe the general discussion points:

- Are at least 33% of the members of the board of directors representatives of the community being served? Yes No If yes,
 - (i) low-income residents of the community? Yes No
 - (ii) elected representatives of low-income neighborhood organizations? Yes No

Non-profit Questionnaire, cont'd

- Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)? Yes No
- Does the board of directors hold regular meetings which are well attended and accessible to the target community? Yes No If yes, explain the meeting schedule:

- Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? Yes No
- Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? Yes No If yes, explain in detail:

- Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area? Yes No If yes, explain:

- Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? Yes No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

- Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? Yes No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

- To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? Yes No

- Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources? Yes No If yes, explain the need identified:

Non-profit Questionnaire, cont'd

5. Attachments

Documentation of any of the above need not be submitted unless requested by VHDA.

The undersigned Owner and non-profit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for non-profit participation contained in the Plan or Section 42 of the Internal Revenue Code.

3/5/2021

Date

March 4, 2021

Date

Braddock Nine Limited Partnership

Owner/Applicant

By: Braddock Nine Development LLC

Its: General Partner

Title

Arlington Partnership for Affordable

Non-profit

By:

[Signature]
Board Chairman

By:

[Signature]
Executive Director

Mina Janopaul

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

September 25, 1989

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

ARLINGTON PARTNERSHIP FOR AFFORDABLE HOUSING, INC.,

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

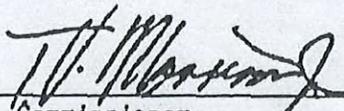
CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective September 25, 1989.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By


Commissioner

CORPACPT
CIS20436
89-09-19-0104

Internal Revenue Service

Department of the Treasury

Washington, DC 20224

Arlington Partnership for
Affordable Housing, Inc.
1802 N. Wakefield Street
Arlington, VA 22207

Person to Contact: Jim Joseph

Telephone Number: (202) 566-3893

Refer Reply to: E:EO:R:1-1

Date:

DEC 18 1990

Employer Identification Number: 54-1515133
Key District: Baltimore
Accounting Period Ending: December 31
Foundation Status Classification: 509(a)(2)
Advance Ruling Period Begins: September 25, 1989
Advance Ruling Period Ends: December 31, 1993
Form 990 Required: Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in the section(s) shown above.

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must submit to your key District Director information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Arlington Partnership for Affordable Housing, Inc.

benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Organizations Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your key district office.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. The maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, and supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated

Form **872-C**

(Rev. March 1986)

Department of the Treasury—Internal Revenue Service

Consent Fixing Period of Limitation Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

(See Form 1023 instructions for Part IV, line 3.)

OMB No. 1545-0056
Expires 3-31-89

To be used with Form 1023. Submit in duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period.

Arlington Partnership For Affordable Housing, Inc.

(Exact legal name of organization)

1802 N. Wakefield St., Arlington, Virginia 2220 } and the

(Number, street, city or town, state, and ZIP code)

District Director
of Internal Revenue
Baltimore, MD

Consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, then the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year December 31, 1989

Name of organization: Arlington Partnership For Affordable Housing, Inc. Date: November 6, 1989

Officer or trustee having authority to sign: Signature of Thomas P. Leckey, President

District Director: Signature of Hil Dizon, Date: 1-24-90

By: Signature of B. Jefferson-White, Group Manager

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
31 HOPKINS PLAZA
BALTIMORE, MD 21201

DEPARTMENT OF THE TREASURY

Date: **MAY 17 1994**

ARLINGTON PARTNERSHIP FOR
AFFORDABLE HOUSING INC
1802 N WAKEFIELD ST
ARLINGTON, VA 22207

Employer Identification Number:
54-1515133
Case Number:
524126086
Contact Person:
MRS. M. SMITH
Contact Telephone Number:
(410) 962-7963
Our Letter Dated:
December 1990
Addendum Applies:
Yes

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,


District Director

Enclosure:
Addendum

ARLINGTON PARTNERSHIP FOR

Guidelines under which private foundations may rely on this determination, for gifts, grants, and contributions made after March 13, 1989, were liberalized and published in Rev. Proc. 89-23, Cumulative Bulletin 1989-1, page 844.

You are required to make available for public inspection a copy of your exemption application, and supporting documents, and this exemption letter. If you are required to file an annual information return, you are also required to make a copy of the return available for public inspection for three years after the return is due. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

APAH Board of Directors

2021

Susan Ingraham Bell, Chair

Independent Planning Consultant; Former Director of Community Planning, Housing and Development, Arlington County Government

Matthew Birenbaum, Vice Chair

CIO, AvalonBay Communities, Inc.

Rich Jordan, Treasurer

Managing Director, Potomac Investment Properties

Kevin Yam, Secretary

Managing Director, Iron Point Partners

Nina Janopaul, President

President/CEO, APAH

John Milliken

Senior Fellow in Residence, GMU

Nancy Rase

Co-founder, Homes for America

Randy Anderson

President/CEO, The National Capital Bank of Washington

Tina Asinugo, Community Member

Administrative Assistant, Arlington County Government

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Keiva Dennis

Vice President, Community Development Lending, PNC Bank

Julie Gould

President (retired), Mercy Loan Fund

Jay Harris

Principal, Fair Collections & Outsourcing

Ted Hicks, Community Member

Property Manager (retired); Personal Injury Investigator (retired)

Paul Holland

Environmental Consultant

Kathie Panfil

Ind. Education Management Professional; Former Arlington Public Schools Principal

Alicia Plerhoples

Professor of Law and Director, Social Enterprise and Nonprofit Law Clinic, Georgetown University Law School

Buzz Roberts

President/CEO, National Association of Affordable Housing Lenders

LaTasha Rowe

General Counsel and Chief Compliance Officer, NFM Inc.

Bobby Rozen

Washington Council (retired), Ernst & Young

Michael Spotts

President, Neighborhood Fundamentals, LLC

Yolonda Stradford

Senior Vice President, Senior Relationship Manager, Bank of America Merrill Lynch

Andy VanHorn

Executive Vice President, JBG Smith

John Ziegenhein

President/CEO, The Chevy Chase Land Company



Arlington Partnership
For Affordable Housing

J

Relocation Plan

(MANDATORY, if tenants are displaced)

Must include a unit delivery schedule

This deal does not require
information behind this tab.

K

Documentation of
Development Location

K.1

Revitalization Area
Certification

**RESOLUTION OF BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA
DESIGNATING BRADDOCK SENIOR HOUSING PROPERTY AS A
REVITALIZATION AREA PURSUANT TO VIRGINIA CODE § 36-55.30:2**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held electronically (due to the State of Emergency caused by the COVID-19 pandemic), on Tuesday, February 9, 2021, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Arlington Partnership for Affordable Housing (APAH) (the “Developer”) has proposed to build approximately 80 affordable senior housing units (the “Development”) on an approximately 4.3 acre portion of property identified as Fairfax County Tax Map 69-1 ((1)) 34 in the Braddock District as described on Attachment 3 (the “Development Site”), which will be donated by Erickson Living to APAH to satisfy proffers associated with RZ 2018-BR-026.

WHEREAS, the Developer’s financing plan for the Development includes, among other things, an application to Virginia Housing for competitive nine percent tax credits pertaining to a portion of the proposed Development.

WHEREAS, the Virginia Housing tax credit evaluation process provides that 15 additional points may be awarded to projects that meet the definition of a revitalization area pursuant to Virginia Code § 36-55-30:2 (“Revitalization Area”) and have been so designated by resolution of the governing body in which the Revitalization Area is located.

WHEREAS, the definition of a Revitalization Area used in Virginia Code § 36-55-30:2 is separate and distinct from terms “Revitalization Area” and “Revitalization District” as used in the various comprehensive plans for Fairfax County, Virginia. Any designation of the Development Site as a Revitalization Area does not in any manner affect any areas of the County that have been, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts.

WHEREAS, the Development Site meets the standards for a Revitalization Area as described in Virginia Code § 36-55-30:2, namely that (i) the development of the Development Site will benefit Fairfax County, but that such area lacks the housing needed to induce, among other things, the 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.

NOW, THEREFORE, THE BOARD HEREBY DETERMINES as follows:

The above-referenced Development is located in an area that is hereby designated a Revitalization Area in Fairfax County, Virginia in accordance with Virginia Code § 36.55.30:2. The Board has determined that: (i) the industrial, commercial or other economic development of the Revitalization Area will benefit Fairfax County, but that 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.

ADOPTED this 9th day of February, 2021.

A Copy – Teste:

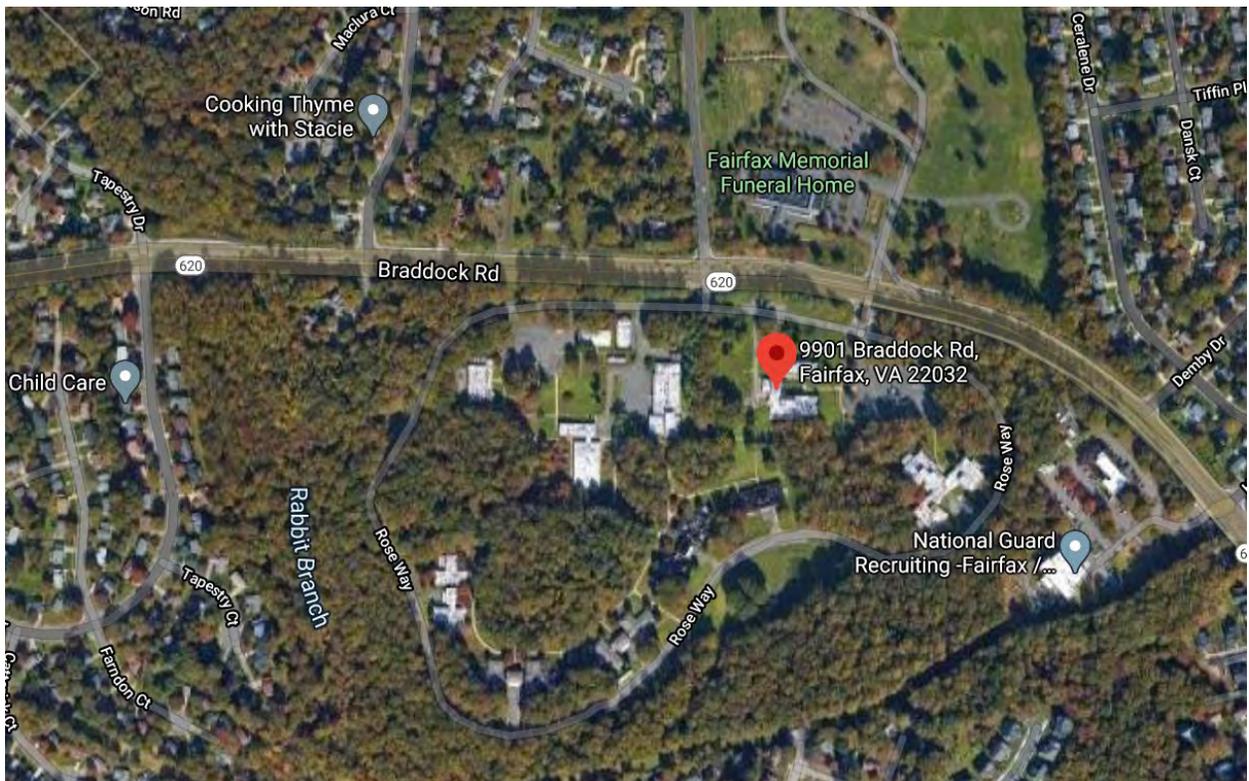
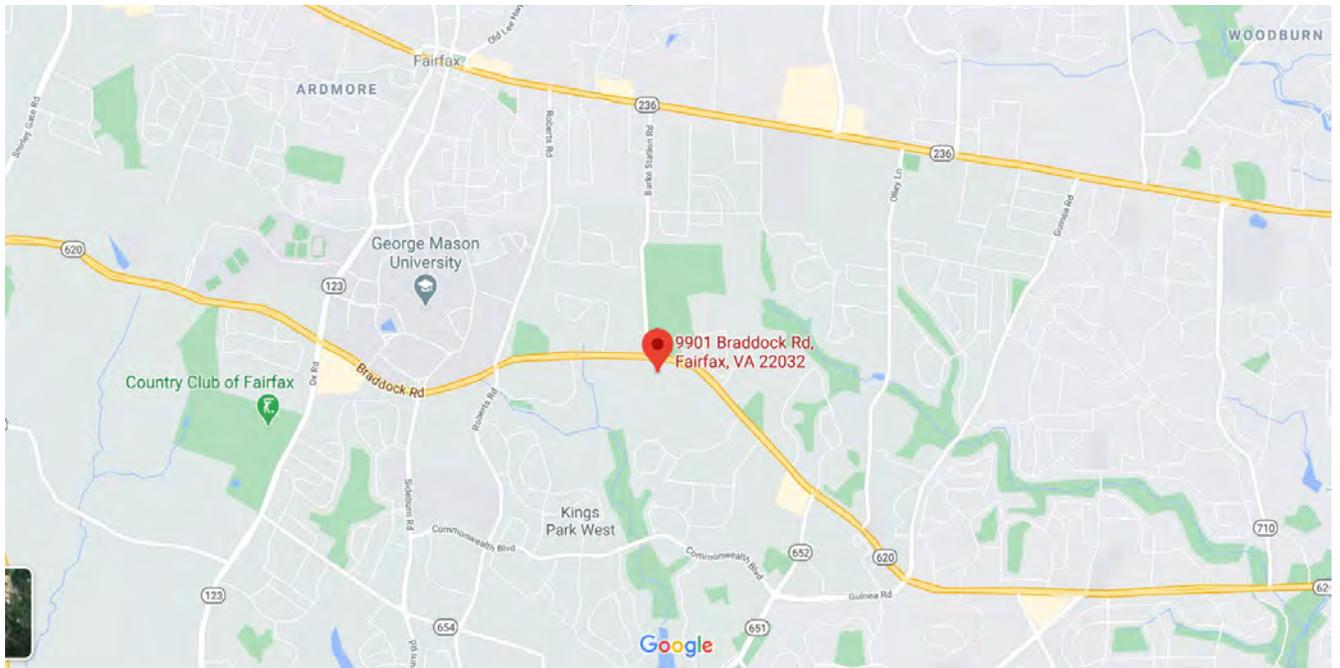


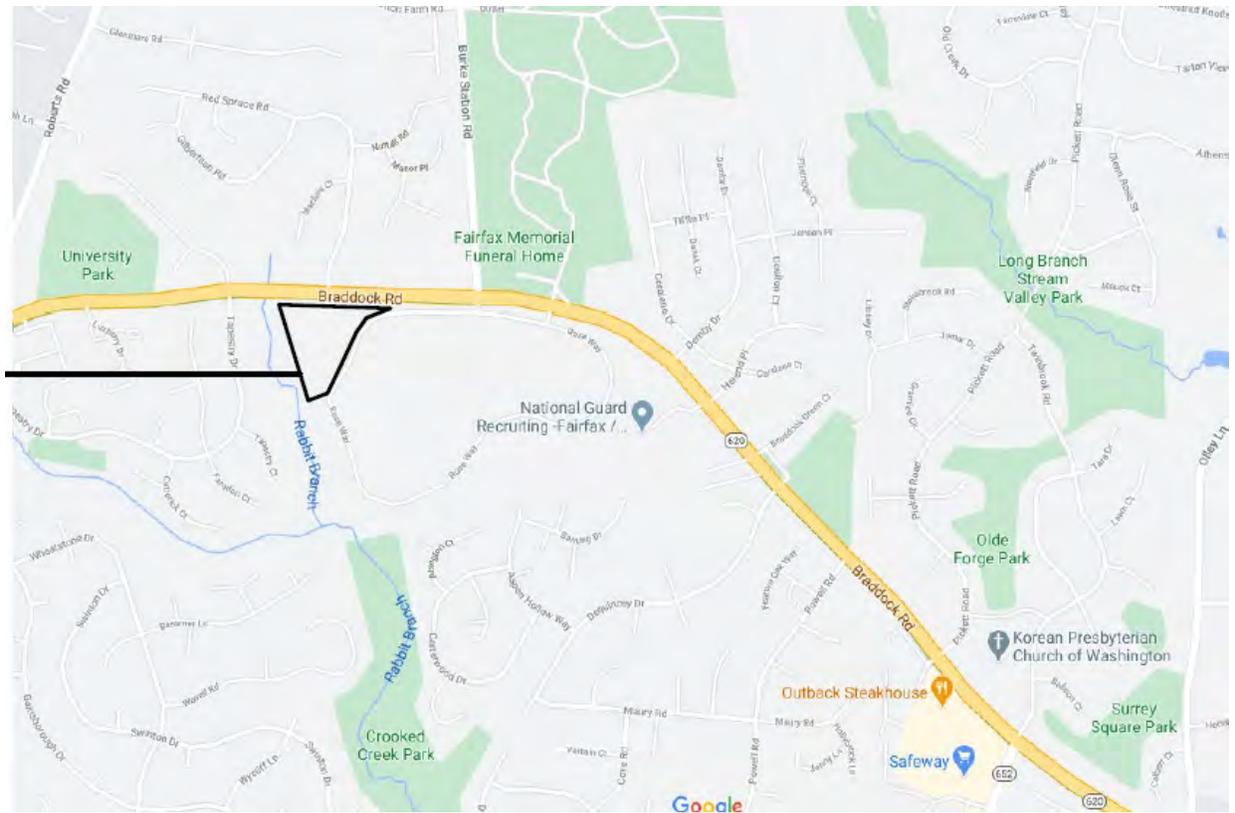
Jill G. Cooper

Clerk for the Board of Supervisors

K.2

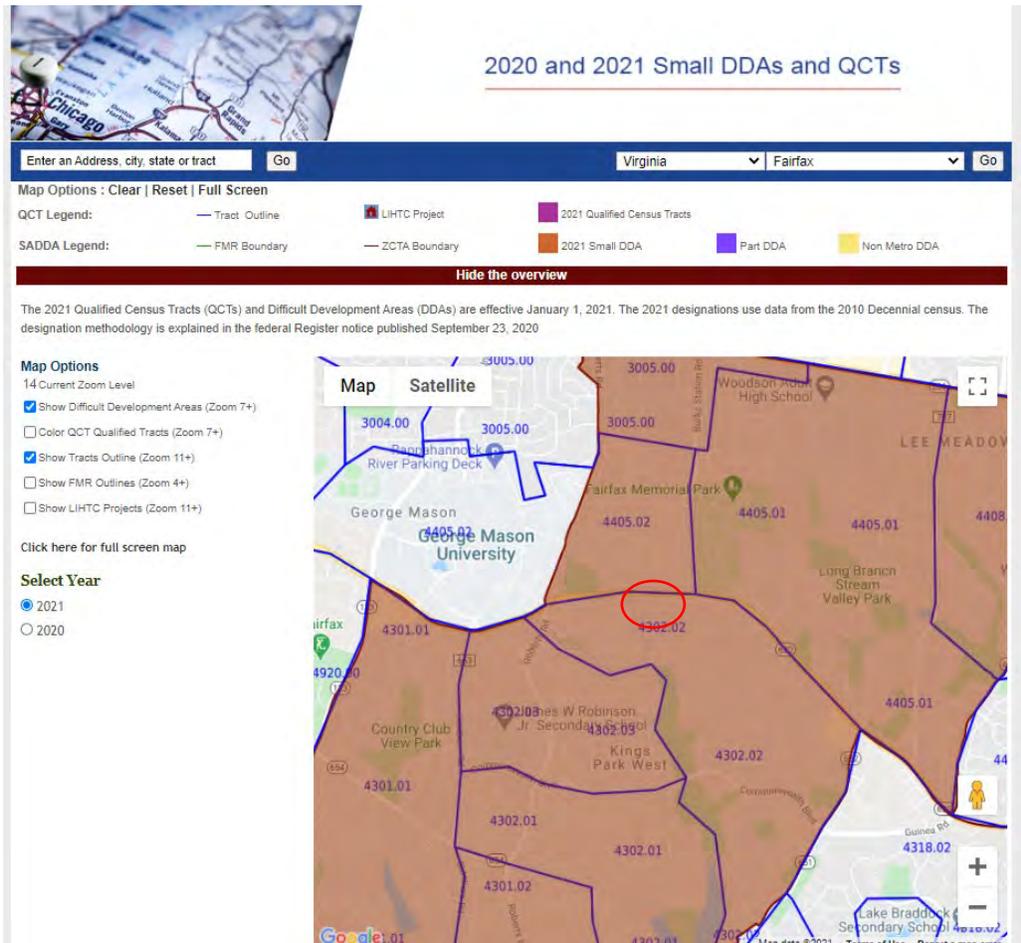
Location Map





2021 HUD DDA Map

https://www.huduser.gov/portal/sadda/sadda_qct.html



Site Address: 9901 Braddock Road, Fairfax, VA 22032

Census Tract: 4302.02

Subjects

Project: Braddock Nine

Owner: Oakwood Nine Limited Partnership

Project: Braddock Four

Owner: Braddock Four Limited Partnership

2021 IRS SECTION 42(d)(5)(B) METROPOLITAN DIFFICULT DEVELOPMENT AREAS (OMB Metropolitan Area Definitions, July 15, 2015 [MSA] and derived FY2020 HUD Metro SAFMR Area Definitions [HMFA])

Effective Date January 1, 2021

State	Metropolitan Area	DDA ZCTAs											
Utah	Ogden-Clearfield, UT HMFA	84075											
	Provo-Orem, UT MSA	84004	84020*										
	Salt Lake City, UT HMFA	84092	84093	84095	84128								
	St. George, UT MSA	84765											
Vermont	Burlington-South Burlington, VT MSA	05401	05403	05405	05439	05445	05446	05454	05455	05465	05482	05486	05489
		05495											
Virginia	Floyd County, VA HMFA	24149											
	Richmond, VA MSA	23801											
	Staunton-Waynesboro, VA MSA	22939											
	Virginia Beach-Norfolk-Newport News, VA-NC HMFA	23168	23322	23456	23459	23511	23604	23651	23665	23691	23696		
	Washington-Arlington-Alexandria, DC-VA-MD HMFA	20105	20112	20124	20136	20143	20152	20169	22025	22032	22039	22060	22066
		22101	22151	22152	22153	22182	22201	22202	22203	22206	22209	22211	22213
		22308	22314	22315									
	Winchester, VA-WV MSA	22625											
Washington	Bellingham, WA MSA	98276											
	Longview, WA MSA	98601	98603	98616*									
	Mount Vernon-Anacortes, WA MSA	98241	98257										
	Portland-Vancouver-Hillsboro, OR-WA MSA	98607	98629	98642	98685	98686							
	Seattle-Bellevue, WA HMFA	98001	98004	98005	98006	98007	98008	98011	98012	98019	98020	98021	98027
		98029	98033	98034	98038	98039	98040	98042	98045	98050	98051	98052	98053
		98055	98058	98059	98065	98072	98074	98075	98077	98087	98101	98102	98103
		98104	98105	98107	98109	98112	98115	98116	98117	98119	98121	98122	98125
		98164	98177	98199	98205	98258	98271	98275	98294	98296			
	Spokane, WA HMFA	99005											
	Tacoma, WA HMFA	98022	98047*	98092*	98321	98327	98329*	98332	98333	98335	98338	98354*	98360
		98372	98373	98374	98375	98385	98387	98391	98396	98402	98407	98421	98422*
		98424	98433										
	Walla Walla County, WA HMFA	99323											
Wenatchee, WA MSA	98826												
Yakima, WA MSA	98936	98938											
West Virginia	Raleigh County, WV HMFA	25865											

K.3

Surveyor's Certification of
Proximity to Public
Transportation

Surveyor's Certification of Proximity to Transportation

DATE: 3/3/2021

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

RE: 2021 Tax Credit Reservation Request

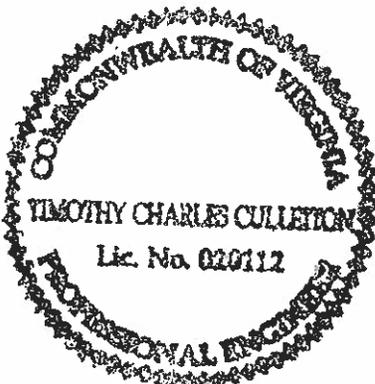
Name of Development: Braddock NineName of Owner: Braddock Nine Limited Partnership

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:

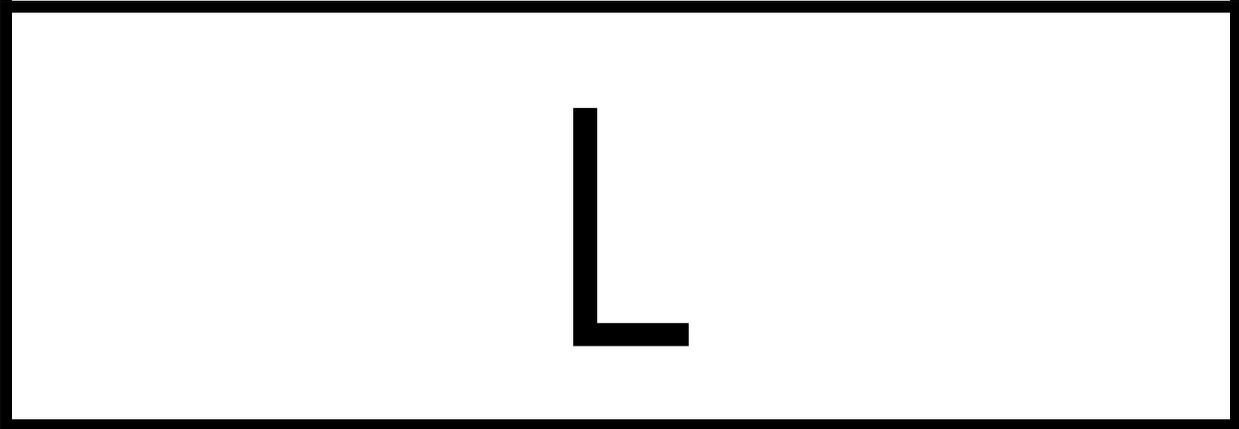
- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; or
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Dewberry Engineers Inc.

Firm Name

By: Tim C. CulletonIts: Associate Vice President

Title



L

PHA/Section 8 Notification
Letter



PHA or Section 8 Notification Letter

Development Name: Braddock Nine

Tracking #: 2021-C-17

If you have any questions, please call the Tax Credit Department at (804) 343-5518.

General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

PHA or Section 8 Notification Letter

DATE: March 4, 2021

TO: Amy Ginger
Deputy Director, Operations, Fairfax 
3700 Pender Dr, Fairfax, VA 22030

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Braddock Nine
Name of Owner: Braddock Nine Limited Partnership

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 7/1/2023 (date).

The following is a brief description of the proposed development:

Development Address:
9901 Braddock Rd, Fairfax, VA 22032

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>36</u>	# units	<u>1</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# units	<u> </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u> </u>	# units	<u> </u>	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ <u> </u>	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>604 - \$1,313</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>\$719 - \$1,570</u>	/ month
<input type="checkbox"/> 3 Bedroom Units:	\$ <u> </u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u> </u>	/ month

Other Descriptive Information:

Braddock Nine will be a part of the redevelopment of a site into new construction of affordable independent senior housing.
Amenities will include onsite leasing/property management, community rooms, onsite resident services office, fitness and wellness rooms, and surface parking. Includes a mix of one- and two-bedroom units. The development will be in close

PHA or Section 8 Notification Letter

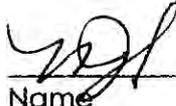
proximity to transit, as well as numerous community amenities, including parks, medical facilities, and shopping centers.

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (703) 276-7444.

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

Sincerely yours,



Name

Nina Janopaul, Braddock Nine Development LLC

Title for Braddock Nine Limited Partnership

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

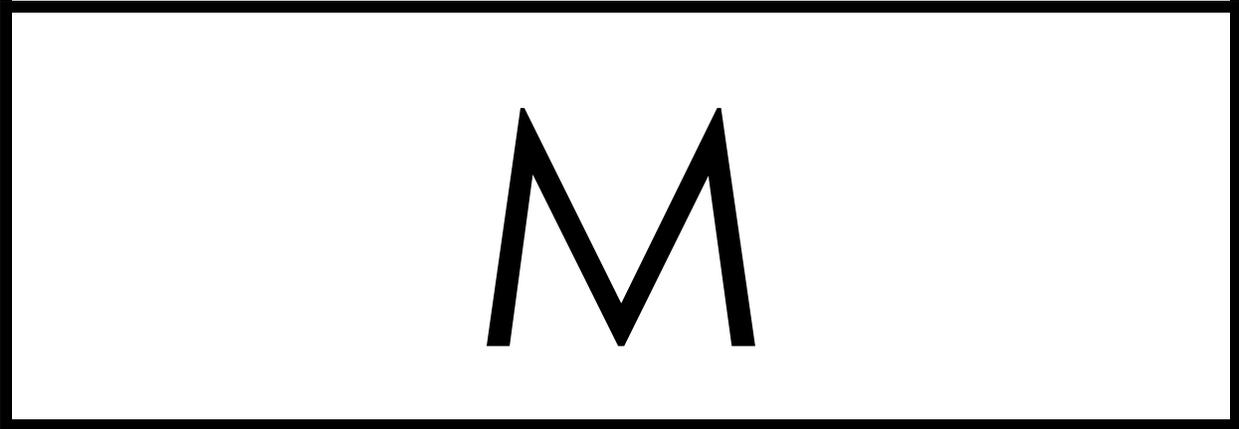
Seen and Acknowledged By: Amy Ginger

Printed Name: Amy Ginger

Title: Deputy Director, Operations

Phone: 703-246-5134

Date: 3/11/2021



M

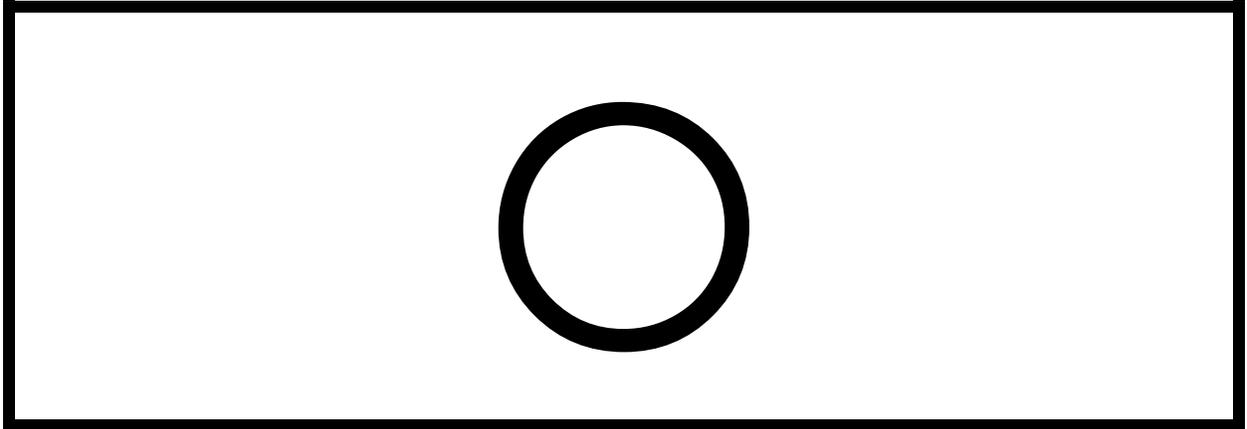
Locality CEO Response
Letter

This deal does not require
information behind this tab.

N

Homeownership Plan

This deal does not require
information behind this tab.



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:

1/20/2021

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

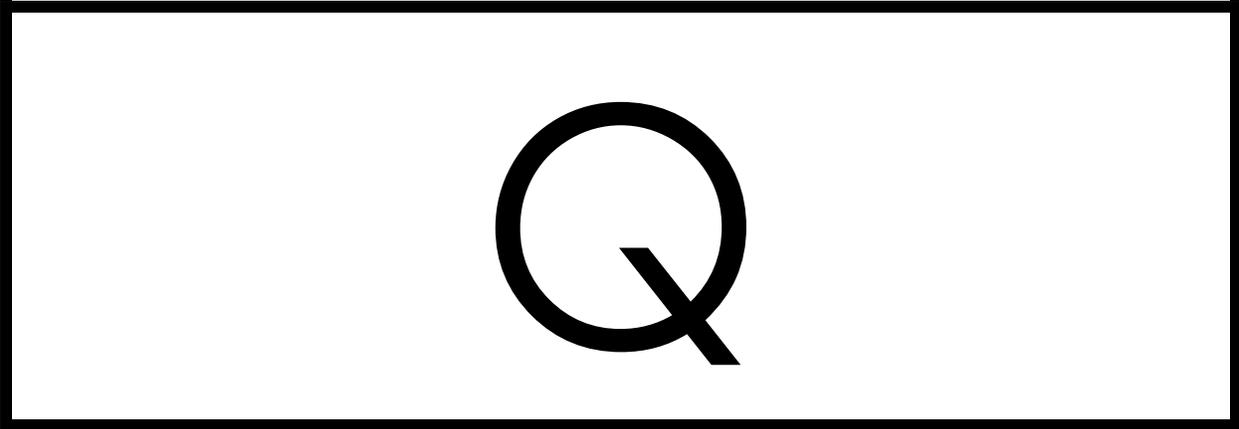
See LIHTC Manual for instructions on being added to this list

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 Sinito, Frank T.
21 Dambly, Mark H.	50 Lawson, Phillip O.	78 Stockmaster, Adam J.
22 Deutch, David O.	51 Lawson, Steve	79 Stoffregen, Phillip J.
23 Dischinger, Chris	52 Leon, Miles B.	80 Surber, Jen
24 Douglas, David D.	53 Lewis, David R.	81 Valey, Ernst
25 Edmondson, Jim	54 Levitt, Michael	82 Uram, David
26 Edson, Rick	55 Margolis, Robert B.	83 Wilson, Stephen
27 Eichler, Moshe	56 McCormack, Kevin	84 Woda, Jeffrey J.
28 Ellis, Gary D.	57 McNamara, Michael L.	85 Wohl, Michael D.
29 Fekas, William L.		86 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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$270
2. Office Salaries			\$28,350
3. Office Supplies			\$1,350
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$16,677
	<u>3.50%</u> of EGI	<u>\$463.25</u>	Per Unit
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$1,125
9. Auditing			\$7,200
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$2,232
12. Tax Credit Monitoring Fee			\$1,260
13. Miscellaneous Administrative			\$7,150
Total Administrative			\$65,614

Utilities

14. Fuel Oil			\$0
15. Electricity			\$8,100
16. Water			\$5,400
17. Gas			\$3,600
18. Sewer			\$9,900
Total Utility			\$27,000

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$1,575
21. Janitor/Cleaning Contract			\$9,450
22. Exterminating			\$2,295
23. Trash Removal			\$3,510
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$2,250
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$27,000
29. Repairs/Material			\$1,890
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$5,175
32. Heating/Cooling Repairs & Maintenance			\$1,800
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$675
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$450
37. Miscellaneous			\$19,193
Totals Operating & Maintenance			\$75,263

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$52,488
39. Payroll Taxes	\$13,838
40. Miscellaneous Taxes/Licenses/Permits	\$4,500
41. Property & Liability Insurance	\$27,765
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$1,350
Total Taxes & Insurance	\$99,941

Total Operating Expense	\$267,818
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Total Operating Expenses Per Unit	\$7,439	C. Total Operating Expenses as % of EGI	56.27%
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Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$9,000
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Total Expenses	\$276,818
-----------------------	------------------

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



February 3, 2021

Becca Garman
 Arlington Partnership for Affordable Housing, Inc
 4318 N Carlin Springs Rd,
 Arlington, VA, 22203
 rgarman@apah.org

RE: Preliminary Utility Allowance for Braddock Nine

Dear Ms. Garman,

Please see the following Preliminary Utility Allowance (UA) for Braddock Nine located in Fairfax, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	Fairfax County	Trash:	N/A
Sewer:	Fairfax County		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

EARTH CRAFT PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 14	\$ 16	N/A	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 6	\$ 8	N/A	N/A
Cooking	Electric	Tenant	N/A	\$ 5	\$ 7	N/A	N/A
Lighting	Electric	Tenant	N/A	\$ 22	\$ 26	N/A	N/A
Hot Water	Electric	Tenant	N/A	\$ 13	\$ 15	N/A	N/A
Water	-	Tenant	N/A	\$ 14	\$ 18	N/A	N/A
Sewer	-	Tenant	N/A	\$ 31	\$ 41	N/A	N/A
Trash	-	Owner	N/A	\$ -	\$ -	N/A	N/A
Total UA costs (unrounded)			\$ -	\$ 104.23	\$ 130.96	\$ -	\$ -
Total UA for costs paid by tenant			N/A	\$ 104	\$ 131	N/A	N/A

**Allowances only for Braddock Nine as an EarthCraft project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

Sincerely,

Rob McRaney
 Business Relations Manager

S

Supportive Housing
Certification

This deal does not require
information behind this tab.

T

Funding Documentation

Braddock Nine Subsidized Funding Documentation

Braddock Nine has subsidized funding in the form of a land donation and donated site work. This cover page explains the donation and lays out the exhibits that follow in this Tab to justify the subsidized funding amount.

Woodleigh Chase, LLC has site control over what is currently approximately 78.87 acres south of Braddock Road in Fairfax County, VA. The site formerly housed the Northern Virginia Training Center. The overall site is valued at \$38,144,000. (**Exhibit 1: 2020 Tax Records**).

Prior to or at closing, Woodleigh Chase, LLC will dedicate a small portion of the site to Right of Way (ROW) and then subdivide the remaining 78.27-acres into 3 separate parcels. See Exhibit A-1 of the Donation Agreement for the subdivision map of those 3 parcels. (**Exhibit 2: Donation Agreement**) The portion of the 78.27-acre property being donated to APAH for the development of the Braddock Nine affordable senior housing project (and the Braddock Four affordable senior housing project) is Parcel C and is 4.29 acres. This is 5.5% of the overall 78.27-acre site. Therefore, the value of this donated land is \$2,090,950.

These calculations are shown in the following tables:

9901 Braddock Rd will consist of three parcels (see Exhibit A-1 of Donation Agreement)		
	Acreage	Percentage
Parcel A	69.27	88.5%
Parcel B	4.70	6.0%
Parcel C (being donated for 80-unit hybrid 9%/4% senior affordable housing)	4.29	5.5%
Total Acreage of 9901 Braddock Rd	78.27	100%

Total Land Value 2020 for 78.3-Acre Parcel	\$38,144,000
Parcel C – Percent of total acreage	X 5.5%
Parcel C - Donated Land Value	\$2,090,950

Prior to donating Parcel C, Woodleigh Chase, LLC will be doing at least \$1,500,000 in site work improvements to Parcel C. (**Exhibit 3: Woodleigh Chase Site Work Improvements Letter**). Exhibit 3 includes a Cost Estimate performed by the Donor which estimates the improvements at \$1,439,574.15, plus a 30% contingency, for a rounded total estimate of \$1,900,000. We are following the Donor’s Letter and limiting the site improvements to \$1,500,000, assuming only a small amount of hard cost contingency is used. These site improvements increase the value of Parcel C by making it pad-ready for development. They also reduce the credit request.

Braddock Nine

Reservation Application

Braddock Nine Limited Partnership will own the affordable senior project. Braddock Nine Development LLC is the general partner of Braddock Nine Limited Partnership. APAH is the sole member of Braddock Nine Development LLC. (**Exhibit 4: Organizational Chart**).

As described in the Agreement to Assign Acquisition Rights and as permitted by Section 10.B of the Donation Agreement, APAH Braddock Road Limited Partnership will assign its rights as donee to APAH. (**Exhibit 5: Agreement to Assign Acquisition Rights**). At the closing of the tax credit financing, Woodleigh Chase, LLC will donate Parcel C to APAH. APAH will subject Parcel C to a land condominium regime with land condominium units for the 9% project and the 4% project. APAH will contribute the 9% condominium unit to Braddock Nine Development LLC. Braddock Nine Development LLC will then contribute the 9% condominium unit to Braddock Nine Limited Partnership. Each of these steps will occur on the closing date, one immediately after the other. The transfer of the 4% condominium unit from APAH to the general partner of the 4% condominium owner and then from the general partner to the 4% condominium owner will occur in the same manner.

The applicable percentage for the portion of the land/site work value going to the 9% project is 91.6% (**Exhibit 6: Condo Line Exhibit**). The 9% project will have 46 parking spaces, as well as a significant majority of exterior site area and ground floor area (including both amenity areas and some units), totaling 3.93 acres, or 91.6%. Therefore, the value of the land for the 9% project is \$1,914,786, and the value of the site work for the 9% project is \$1,373,624 (see table below with calculations).

Braddock Nine Limited Partnership will pay Braddock Nine Development LLC \$372,000 for the land associated with the 9% condominium unit that Braddock Nine Development LLC will contribute to Braddock Nine Limited Partnership. This is netted against the value of the donated land.

These calculations are shown in the following table:

Project	Land	Site Improvements	Total
Total Value	\$2,090,950	\$1,500,000	\$3,590,950
Applicable Percentage of 9% project	<u>X 91.6%</u>	<u>X 91.6%</u>	
Braddock Nine	\$1,914,786	\$1,373,624	
Land Purchase Price	<u>-\$372,000</u>		
Net Value of Subsidized Financing	\$1,542,786	\$1,373,624	\$2,916,410

Therefore, Braddock Nine Limited Partnership benefits from subsidized financing in the form of \$1,542,786 in donated land and \$1,373,624 in donated site improvements, for a total of \$2,916,410.

MAP #: 0691 01 0034

ERICKSON LIVING AT BRADDOCK ROAD
LLC

9911 BRADDOCK RD

Values

Tax Year	2020
Current Land	\$38,144,000
Current Building	\$10
Current Assessed Total	\$38,144,010
Tax Exempt	NO
Note	

Values History

Tax Year	Land	Building	Assessed Total	Tax Exempt
2019	\$27,449,880	\$10	\$27,449,890	NO
2018	\$27,449,880	\$10	\$27,449,890	NO
2017	\$16,301,000	\$7,700,000	\$24,001,000	NO
2016	\$16,301,000	\$7,700,000	\$24,001,000	YES
2015	\$16,301,000	\$7,700,000	\$24,001,000	YES
2014	\$16,301,000	\$7,700,000	\$24,001,000	YES
2013	\$15,525,000	\$7,700,000	\$23,225,000	YES
2012	\$15,525,000	\$7,700,000	\$23,225,000	YES
2011	\$15,525,000	\$7,700,000	\$23,225,000	YES
2010	\$15,525,000	\$7,700,000	\$23,225,000	YES
2009	\$15,525,000	\$7,700,000	\$23,225,000	YES
2008	\$15,525,000	\$7,700,000	\$23,225,000	YES
2007	\$11,500,000	\$7,700,000	\$19,200,000	YES
2006	\$11,500,000	\$7,700,000	\$19,200,000	YES
2005	\$10,000,000	\$7,000,000	\$17,000,000	YES
2004	\$10,000,000	\$7,000,000	\$17,000,000	YES
2003	\$6,000,000	\$7,000,000	\$13,000,000	YES
2002	\$4,110,650	\$7,000,000	\$11,110,650	YES
2001	\$4,110,650	\$7,000,000	\$11,110,650	YES

2000	\$4,110,650	\$7,000,000	\$11,110,650	YES
------	-------------	-------------	--------------	-----

Source: Fairfax County Department
of Tax Administration, Real Estate Division.

DONATION AGREEMENT

THIS DONATION AGREEMENT (“**Agreement**”) is made and executed this 2nd day of NOVEMBER, 2020 (the “**Effective Date**”), by and between **WOODLEIGH CHASE, LLC**, a Maryland limited liability company (hereinafter referred to as “**Donor**”), and **APAH BRADDOCK ROAD LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as “**Donee**”). The Donor and Donee are sometimes collectively referred to as the “**Parties**” and sometimes individually referred to as the “**Party**.”

EXPLANATORY STATEMENT

Donor is the owner of certain real property located in the Fairfax County, Virginia, formerly known as the Northern Virginia Training Center, located at 9901 Braddock Road (the “**Property**”). Donor wishes to donate, give, transfer and convey a portion of the Property unto Donee for the development and operation of no less than eighty (80) affordable housing units to be occupied with households having at least one member who is 62 years old or older (the “**Affordable Housing Project**” or “**Project**”). The parties have reached an agreement and understanding regarding the gift of a portion of the Property, as hereinafter described, by Donor unto Donee, and the respective obligations of the parties following the consummation of the transaction described herein, and now wish to commit such agreements to writing.

AGREEMENT

NOW, THEREFORE, that for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration for the gift/donation being made by Donor hereunder, the parties hereto do mutually covenant and agree as follows:

1. GIFT/DONATION.

A. Premises. Donor hereby agrees to transfer, give and donate unto Donee and Donee agrees to accept such gift/donation from Donor, for no consideration, in fee simple, that certain real property located on the south side of Braddock Road, Fairfax County, Virginia, as more particularly described on **Exhibit A** attached hereto and made a part hereof, and as shown on **Exhibit A-1** attached hereto and made a part hereof, consisting of approximately 4.3 acres (the “**Premises**”). The Premises shall be conveyed and gifted by Donor hereunder together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all improvements thereon, and all title and interest, if any, of Donor in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining such parcels of land, which for purposes hereof shall be included in the defined term “**Premises**.”

B. Warranty. As a material and integral term of this Agreement, it is understood and agreed that the Premises shall be conveyed in an “**AS IS, WHERE IS**” condition, “**WITH ALL FAULTS**” and without representation or warranty (except as to title as provided by paragraph 3 below and except as expressly set forth in paragraph 1.I below) as of the Effective

Date and the date of Settlement. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which alone fully and completely express their agreement, and that neither party is relying upon any statement or representation by the other, unless such statement or representation is specifically embodied in this Agreement. Donee expressly agrees and acknowledges that, except as to title and except as otherwise expressly set forth herein, no warranty or representation is made by Donor as to the fitness for any particular purpose, condition, value, compliance with drawings or specifications, flooding or compliance with laws and regulations, or as to any other fact or condition which has or might affect the Premises or the condition and/or value.

C. Pre-Development Work. The parties hereby acknowledge and agree that in order to commence development of the Affordable Housing Project, certain pre-development work must be completed.

(i) By Donee. As the future owner and developer of the Premises, Donee hereby agrees to complete the following pre-development work under the schedule set forth below for the Affordable Housing Project (the “**Donee Pre-Development Obligations**”):

(a) Site Plan Approval.

- (1) No later than sixty (60) days after the Effective Date, Donee shall provide to Donor a detailed estimate of all hard and soft costs to develop, build and operate the Project with a financing plan identifying the sources (including, but not limited to, public, private, debt, equity, grant, or other), and the uses of all funds. The estimate is to include all underlying assumptions made.
- (2) No later than sixty (60) days after the Effective Date, Donee shall prepare and submit to Donor for its review and approval a 50% Site Plan design set.
- (3) No later than 10 (ten) months after the Effective Date, Donee shall prepare and submit to Donor for its review and approval, the Site Plan application for the Affordable Housing Project. The term “**Site Plan**” as used herein means a package of materials prepared in accordance with the provisions of Article 17 of the Fairfax County Zoning Ordinance, which application contains, without limitation, detailed engineering drawings of the proposed use and improvements required in the development of the Affordable Housing Project, and which application is ready to be submitted to Fairfax County, Virginia (the “**County**”). Donor shall provide its approval or disapproval within ten (10) days after receipt from Donee.

- (4) No later than 10 days following the Donor's approval of the Site Plan, Donee shall submit to the County for its review and approval, the Site Plan.
- (5) Donee shall make good faith and diligent efforts to obtain final approval of the Site Plan from all appropriate authorities of the County no later than seventeen (17) months after the Effective Date.

(b) Approval of Plans.

- (1) No later than thirty (30) days after the Effective Date, Donee shall cause its architect (the "**Architect**") to commence the preparation of and diligently pursue the completion of the plans (the "**Plans**") for the construction of the improvements (the "**Improvements**") on the Premises for the operation of the Project. The Improvements shall be designed so that the exterior elevation shall be architecturally and aesthetically compatible with the continuing care retirement community (the "**CCRC**") to be constructed and operated on a portion of the Property by Donor and the design and construction of the Improvements shall be of high quality. No improvements shall be constructed, erected or expanded or altered on the Premises until the Plans for the same (including site layout, landscaping, exterior building materials and colors, and parking) have been approved in writing by Donor. No building constructed shall exceed fifty feet (50') in height above finished grade. Incidental architectural embellishments and peaks shall not be considered in connection with determining compliance with said height restriction. The Plans shall be prepared to conform to the VHDA design and construction standards and the site conditions and to all applicable laws, statutes, ordinances, and codes (including without limitation building, health and fire codes) of all applicable governmental authorities, as to the design and construction of the improvements, including those proffers dated July 2, 2019 accepted in conjunction with the approval of RZ 2018-BR-026 (the "**Proffers**"). Donee shall not be required to perform or pay the cost of any site development work relating to the Premises and/or required by the Proffers, including, without limitation, installation of utility connections to the property line and installation of stormwater management facilities.
- (2) Donee shall submit the Plans for Donor's review and approval under the following schedule, and Donor's approval or disapproval of each item below shall be provided within ten (10) days after Donor's receipt of such materials:

- A. 50% Design Development (design drawing) level plans no later than sixty (60) days after the Effective Date.
- B. Design Development (design drawing) level plans by no later than eleven (11) month after the Effective Date.
- C. Building Permit (construction documents) level plans by no later than 90 days after Site Plan approval by Fairfax County; provided, however if APAH fails to receive an allocation of 9% Credits (defined below) in the 2021 round, then the parties shall negotiate in good faith an extension of the deadline for building permit (construction documents) level plans that is commercially reasonable taking into account the revised schedule for the Project's tax credit allocation and Settlement.

Donor's approval of the Plans shall be subject to the terms and conditions of Section 1.G. below.

(c) Submission for Permits.

- (1) Within ten (10) days after approval of the Building Permit level plans by Donor, Donee shall promptly file for, and thereafter diligently pursue, in good faith, all permits, approvals, licenses, and permissions required from all applicable governmental authorities to enable the construction of the Improvements to commence (collectively, the "**Permits**") within one hundred fifty (150) days after filing for the Permits. Donee shall pay for all governmental fees for the Permits.
- (2) Donee shall obtain all Permits to construct the Improvements no later than the date of Settlement.

(d) Financing.

- (1) Donee shall submit the application to the Virginia Housing Development Authority ("**VHDA**") for LIHTC 9% Tax Credits (the "**9% Credits**") to be used in the financing of the Affordable Housing Project no later than VHDA's application deadline for the 2021 cycle, which deadline is anticipated to occur in March of 2021. Should Donee fail to receive an allocation of 9% Credits in the 2021 round, then in the sole discretion of Donor, Donor may direct Donee to submit an application to VHDA for LIHTC 4% Tax Credits (the "**4% Credits**") to be used in the financing of the Project within 60 days of being so directed. Alternately, should

Donee fail to receive an allocation of the 9% Credits in the 2021 Cycle and Donor does not direct Donee to apply for the 4% Credits at that time then Donee shall apply for 9% Credits in the 2022 round. Should Donee fail to receive an allocation of the 9% Credits in the 2022 round, then in the sole discretion of Donor, Donor may direct Donee to submit an application to VHDA for LIHTC 4% Tax Credits to be used in the financing of the Project within 60 days of being so directed.

- (2) Donor shall cooperate with Donee as reasonably requested by Donee in connection with any application for sources of financing.
- (3) Donee shall keep Donor apprised of the status of funding for construction of Project, including monthly status emails, and upon Donor's request, monthly status calls with Donee's lenders and/or tax credit investors.

- (e) Donee shall submit for Donor's review and approval the identity of the general contractors from whom Donee desires solicit bids for the completion of the Improvements as well as the final form of construction contract for the construction of the Improvements; provided, however, that Donor approves of Bozzuto Construction Company, CBG Building Company, Morgan-Keller Construction or Harkins Builders, Inc. as the Project's general contractor, and Donor approves of the VHDA-required form of construction contract that will be used for the Project.

(ii) By Donor. As owner of the Premises, Donor hereby agrees to complete the following pre-development work prior to Settlement (the "**Donor Pre-Development Obligations**"):

- (a) Demolish all existing buildings and improvements located on the Premises.
- (b) Clear any and all debris and vegetation from the Premises.
- (c) Grade the land comprising the Premises to allow for commencement of construction pursuant to a grading plan approved by the County, such plan to be mutually agreed to by Donor and Donee, and may include storm water management facilities that may serve the Premises and the balance of the Property; and
- (d) Install and stub water, sanitary sewer, gas and electric, including all conduits, to the boundary lines of the Premises, including obtaining any easements through the remainder of the Property necessary for the installation, operation, maintenance, repair and replacement of the same.

(e) Completion of all site development conditions required under Section 14 of the Proffers, including, without limitation, the work described on Exhibit D attached hereto relating to construction of a retaining wall, water service work, and sanitary service work.

(f) Compliance with all applicable federal, state and local laws associated with the Donor Pre-Development Obligations, including without limitation the lawful handling of hazardous waste

Donor shall not be responsible for and shall have no obligation to complete any other work on, under, upon, or for the benefit of the Premises except the Donor Pre-Development Obligations enumerated above.

D. Commencement of Construction. Donee shall issue a notice to proceed to its general contractor for the Project within five (5) days after Settlement, unless Donor and Donee mutually agree on a later date.

E. Cooperation. Donor and Donee acknowledge and agree that Donor will develop the balance of the Property as a CCRC and other facilities required by the Proffers (collectively, the “**Donor Improvements**”). The parties agree to use good faith and reasonable efforts to grant certain temporary and permanent easements, licenses or other property rights to each other as needed to complete the development of the Project and the Donor Improvements so long as such temporary and permanent easements, licenses or other property rights do not unreasonably interfere with construction, operation and maintenance of the Project or the Donor Improvements. Notwithstanding anything contained in the Agreement, this paragraph shall survive Settlement.

F. Operations. Donee agrees that upon completion of the Affordable Housing Project and issuance of an occupancy permit, the Donee will operate the Project in accordance with the terms and conditions of the Proffers and the Declaration (as defined in Section 3.A. herein). Donee acknowledges that the Proffers include the provision of a van or shuttle service between the Affordable Housing Project and the Community Recreation Facility, as described in the Proffers. A copy of the Proffers is attached hereto as Exhibit C.

G. Donor Approvals; Donee Pre-Development Approvals. Except as expressly set forth herein, in each case where Donor’s approval is required herein, Donor’s approval shall not be unreasonably withheld, conditioned or delayed. Donor shall provide its approval or disapproval as soon as reasonably practicable, but in no event more than thirty (30) days after receipt of the materials to be reviewed (unless the Agreement expressly provides for a shorter time period) (the “**Approval Period**”). Donor’s failure to respond within the Approval Period shall be deemed to be an acceptance of the materials to be reviewed. Should Donor respond within the Approval Period with comments to the materials to be reviewed, then Donor and Donee shall use good faith efforts to mutually agree upon acceptable updates to the materials to be reviewed as soon as reasonably practicable. At Donee’s election, any subsequent deadlines set forth in this Agreement that fall during or after the Approval Period for a particular set of materials may be extended on a day for

day basis for each day between the end of the Approval Period and the date that the Parties agree upon an approved version of such materials. Once the Parties have agreed upon a particular set of materials, APAH shall have the right to make non-material changes to such materials without Donor's approval, so long as such changes do not materially impact any of Donor's properties or the developments thereon. In the event Donee desires to make any material changes to the materials after the Parties have agreed upon a particular set of materials, Donee shall send Donor written notice of such proposed change, with a detailed description thereof, and Donor shall either approve or disapprove of such proposed change within ten (10) days after Donor's receipt of such request; Donor's failure to respond within the ten (10) day period shall be deemed to be an acceptance of the proposed change. If (i) Donor disapproves of any materials required to be approved by Donor hereunder, and (ii) the Parties fail to reach an agreement with respect to such materials after good faith negotiation, but no longer than thirty (30) days after Donor disapproves of the subject materials, then the Parties shall designate a third-party architect, chosen by mutual agreement of the architects for each Party, to arbitrate a decision as to the subject materials in dispute. The decision of the third-party architect shall be final and binding on both Parties. The third-party architect shall have at least ten (10) years of experience designing multi-family and/or CCRCs, and be licensed by the Commonwealth of Virginia. The costs of the third-party architect shall be evenly split (50%-50%) between Donor and Donee.

H. Deed of Subdivision. Donor shall be responsible, at its sole cost and expense, for preparing the Deed of Subdivision and accompanying plats, which, when recorded, shall create a separate, subdivided parcel constituting the Premises. Donor shall ensure that prior to the Settlement, the Deed of Subdivision is approved by all governmental authorities required to provide approval. Prior to submission of the Deed of Subdivision and accompanying plats to the County, Donor shall provide Donee with the opportunity to review and approve the Deed of Subdivision and accompanying plats, which approval shall not be unreasonably withheld, conditioned or delayed. Donor shall provide Donee, promptly upon request, regular updates as to the status of the creation of the Deed of Subdivision and accompanying plats and the status of their approval by the required governmental authorities.

I. Representations and Warranties. Donor represents and warrants to Donee that, as of the Effective Date and as of the date of Settlement, the following are true and correct:

(i) Due Organization; Power. Donor is a limited liability company, duly organized and validly existing under the laws of the State of Maryland. Donor has full power and authority, and is duly authorized, to execute, enter into, deliver and perform this Agreement. This Agreement and all other agreements, instruments and documents required to be executed or delivered by Donor pursuant hereunder have been or (if and when executed) will be duly executed and delivered by Donor, and are or will be legal, valid and binding obligations of Donor, enforceable against Donor in accordance with their terms.

(ii) No Proceedings. Donor has no actual knowledge and has not received any written notice that there is currently pending or threatened any action, suit, proceeding or investigation, including condemnation, eminent domain or similar proceedings, before or by any court or governmental agency or body against the Donor or which could adversely affect any portion of the Property or the Project. Without limiting the generality of the foregoing, (i) Donor

has received no written notice of any pending zoning changes with respect to the Property, (ii) Donor has not received any written notices from any governmental entities of violations or alleged violations of any laws, rules, regulations or codes, including building codes, with respect to the Property which have not been corrected to the satisfaction of the governmental agency issuing such notices, and (iii) no bankruptcy or reorganization proceeding is pending with respect to the Donor.

(iii) No Purchase Options. No party has any right or option to purchase, lease or occupy the Premises, other than Donee.

(iv) Environmental Matters. Except as disclosed in any environmental reports delivered by Donor to Donee prior to the end of the Due Diligence Period, (i) Donor has not caused or permitted the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any Hazardous Materials, except in compliance with all Environmental Laws, (ii) Donor has not caused or permitted, nor does Donor have any knowledge of, any release, spill, leak, emittance, discharge, leaching, seeping, draining or dumping of any Hazardous Materials at the Premises or offsite emanating from the Premises. There are currently no underground or above-ground tanks on the Premises and there are no Hazardous Materials at the Premises in excess of tolerances allowed by Environmental Laws.

As used herein, the term “**Hazardous Material**” means the collective meanings given to the terms “hazardous material”, “hazardous substances” and “hazardous waste” in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC §9601 et seq., as amended, the Resource Conservation and Recovery Act, 42 USC §6901 et seq., as amended, the Federal Water Pollution Control Act, 33 USC §1251 et seq., as amended, the Oil Pollution and Control Act of 1990, the Hazardous Materials Transportation Act, 49 USC §1801 et seq., as amended, and shall also include any meanings given to such terms or similar terms in any similar federal, state or local statutes, ordinances, regulations, or executive orders concerning or relating to industrial hygiene or the protection of health or the environment (“**Environmental Laws**”). Without limiting the generality of the foregoing, the term “**Hazardous Material**” shall include oil and any other substance known to be hazardous, such as hazardous waste, lead-based paint, asbestos, methane gas, radon gas, urea formaldehyde insulation, oil, polychlorinated byphenyls.

(v) Donor shall have the right, from time to time after the Effective Date and at or prior to Settlement, to amend its representations and warranties set forth above due to any change in the facts outside the control of and otherwise not caused by Donor and not actually known by Donor as of the Effective Date by providing Donee with written notice thereof and providing the specific nature of such untrue representation; provided, however, in the event that Donor does so amend its representations or warranties, Donee shall have the right, as its sole remedy for such amendment, to terminate this Agreement, if Donor does not cure or otherwise correct such matter to Donee’s reasonable satisfaction within five (5) business days after delivery to Donee of such notice. Donor shall promptly, upon such termination and receipt of evidence therefor, reimburse Donee the amount of all predevelopment costs paid or incurred by Donee for the Project, including, without limitation, the cost of all third party consultants including architectural, engineering, design, and legal costs. Such reimbursement shall not exceed (A) \$500,000 if the termination occurs prior to Donee’s receipt of an award of LIHTC tax credits, (B)

\$1,000,000 if the termination occurs after receipt of an award of LIHTC tax credits but prior to receipt of a binding commitment letter from VHDA for debt financing, and (C) \$1,500,000 if the termination occurs after receipt of a binding commitment letter from VHDA for debt financing. Notwithstanding the foregoing, no representation or warranty shall be deemed to have survived Settlement if Donee shall have had actual knowledge of a breach or violation of such representation or warranty at the time of Settlement and elected to proceed to Settlement notwithstanding such breach or violation

Any reimbursement of Donee's actual predevelopment costs by Donor shall entitle Donor to the use and ownership of all work product for which the costs were incurred, including, but not limited to, architectural plans, engineering designs, test and studies of the Premises (the "**Donee Work Product**"). Within ten (10) days after Donee's receipt of the reimbursement as provided herein, Donee shall deliver and assign to Donor originals of the Donee Work Product together with any documentation or instruments evidencing the conveyance of ownership from Donee to Donor. The foregoing obligations of Donee shall survive the termination of this Agreement. Notwithstanding any provision herein to the contrary, Donee shall only have the obligation to deliver and assign the Donee Work Product to Donor if Donor releases Donee from all liability associated with Donor's use of the Donee Work Product.

(vi) Survival. The representations and warranties set forth in this Section 1.I shall survive the settlement for one year and Donor shall have no liability thereafter with respect to such representations and warranties except to the extent Donee has filed a lawsuit against Donor during such one year period for breach of any representation or warranty.

2. CONSIDERATION. It is understood and agreed by the parties that no monetary consideration has been or will be exchanged between the parties in consideration for the Donor's donation of the Premises or the Donor's performance of its Pre-Development Obligations as described herein, nor in consideration for the Donee's performance of its Pre-Development Obligations.

3. TITLE; DUE DILIGENCE PERIOD.

A. Title to the Premises shall be good and marketable, free and clear of all liens, leases, and encumbrances, except for the exceptions set forth on **Exhibit B** attached hereto and made a part hereof and the Declaration of Covenants, Conditions and Restrictions attached hereto as **Exhibit B-1** (the "**Declaration**"), which is to be recorded immediately prior to the Deed (collectively, the "**Permitted Exceptions**"). Donee shall cause Fidelity National Title Insurance Company, 1620 L Street, N.W., 4th Floor, Washington, DC 20036, Attention: Mark Badanowski (the "**Title Company**") to examine the title to the Premises and to issue a written preliminary title commitment for owner's title insurance based upon such examination (the "**Title Commitment**"). A copy of said report shall be delivered to Donor by Donee within forty-five (45) days after the Effective Date (the "**Title Review Period**"). If such title search and report shall disclose (i) any exceptions that are not Permitted Exceptions and that are not acceptable to Donee or (ii) any liens, leases and/or encumbrances at the Premises that are not acceptable to Donee, or if a survey obtained by Donee (the "**Survey**") discloses conditions at the Premises (other than Permitted Exceptions) that are not acceptable to Donee (collectively, any such unacceptable conditions,

hereinafter a “**Title Defect**”), then Donee shall so notify Donor by delivering written notice of such Title Defect to Donor within the Title Review Period (the “**Title Objection Notice**”). In the event that Donor has not received a Title Objection Notice from Donee within the Title Review Period, then the title to the Premises shall be deemed accepted by Donee.

B. If the aforesaid title search and report or the Survey shall reveal a Title Defect and Donee timely delivers a Title Objection Notice, then Donor shall deliver a written response to Donee within five (5) business days after Donor’s receipt of the Title Objection Notice, electing, in Donor’s sole discretion, to either (i) cure all of the Title Defects set forth in the Title Objection Notice prior to Settlement at Donor’s expense or (ii) not cure one or more of the Title Defects set forth in the Title Objection Notice. If the Title Defects that Donor elects to cure are corrected and remedied by Donor prior to Settlement, then this Agreement shall continue in full force and effect in the same manner and for all intents and purposes as if such Title Defect had never existed. If Donor elects not to cure one or more of the Title Defects set forth in the Title Objection Notice, or if Donor fails to make an election within five (5) business days after receipt of Donee’s Title Objection Notice, then Donee, at its election, shall either (i) waive such uncured Title Defect(s), in which event the parties shall proceed with Settlement under this Agreement in accordance with and subject to the terms and provisions hereof, or (ii) cancel and rescind this Agreement, in which event the parties hereto shall be released from all further liability hereunder, at law and in equity, and this Agreement shall be terminated, and all right, title and interest of Donee in the Premises shall be extinguished, including equitable title. If Donee fails to make the election between (i) or (ii) within ten (10) days after the sending of notice by Donor provided herein, then Donee shall be conclusively presumed to have elected (i) and the parties shall proceed to Settlement in accordance with such presumption. Notwithstanding the foregoing, (i) regardless of whether Donee delivers a Title Objection Notice, in all events, prior to settlement, Donor, at its sole cost and expense, shall cure and cause to be removed as title exceptions on Donee’s title policy, any and all Title Defects consisting of (i) liens or other unpaid amounts that can be cured with the payment of money, (ii) mortgages, financing statements or other documents relating to debt obtained by Donor or any predecessor owner of the Premises, and (iii) any Title Defects caused by or permitted by Donor and arising after the date Donee delivers its Title Objection Notice; and (ii) in no event shall any encumbrances recorded against the Premises as a result of the Donee’s efforts to obtain its approvals for the Projects, including any covenants and restrictions required by the County, or the Deed of Subdivision, as approved by Donee, be deemed a Title Defect. Should any updates to the Title Commitment or Survey between the end of the Title Review Period and Settlement reveal any new Title Defects that did not previously appear on the Title Commitment or Survey, then Donee shall have the right to deliver a Title Objection Notice within five (5) business days of receipt of such update(s), and the provisions of this paragraph B shall apply, with the date of Settlement extended as necessary to accommodate the provisions of this paragraph B.

C. Donor and Donee acknowledge and understand that the purpose of the donation of the Premises is for the development and operation of the Affordable Housing Project. At Settlement, Donor, Donee and Donee’s lenders and tax credit investors financing the Affordable Housing Project shall enter into a written agreement (the “**Completion Agreement**”), to be executed and delivered at Settlement, whereby in the event that Donee fails to complete the construction of the Affordable Housing Project, including any improvements required for the

operation thereof, and obtain a certificate of occupancy, or its equivalent, from the County by that date which is 18 months after the date of Settlement (the “**Completion Date**”), then Donor shall have the right, but not the obligation, to complete construction of the Affordable Housing Project, obtain the certificates of occupancy and place the Project in service per the tax credit requirements (i.e. obtain a certificate of occupancy for at least one (1) unit) (“**Project Completion**”). The Completion Agreement shall provide that: (i) Donor shall provide notice to Donee’s lenders and investors and a reasonable opportunity for the lenders and investors to enforce their respective completion guaranties prior to Donor exercising its right to complete the Affordable Housing Project, (ii) Donor shall be permitted to use the funds from the loan(s) and equity to achieve Project Completion, subject to the terms of the loan and equity documents; (iii) to the extent required by lender under the loan documents, lender(s) shall continue to make draws from the interest reserve to pay interest payments on the loan and shall continue to pay real estate taxes and insurance premiums from funds reserved for such costs so long as Donor uses diligent efforts to achieve Project Completion; (iv) lender(s) and equity investors shall not exercise any remedies available under the loan documents or partnership agreement (or other governing documents) so long as Donor uses diligent efforts to achieve Project Completion; (v) upon Project Completion, Donor shall have no further obligations or liability with respect to the Affordable Housing Project or the loan(s) encumbering the same, other than liability for Donor’s negligent acts; and (vi) in no event shall Donor have any liability to the lenders or equity investors except to the extent of Donor’s negligence or misappropriation of funds. The above terms may be subject to additional clarification, and additional terms and conditions of the Completion Agreement shall subject to further negotiation by the Donor, Donee and Donee’s lenders and tax credit investors. Donor shall not unreasonably without its approval of any terms proposed by the lenders or tax credit investors to be included in the Completion Agreement so long as the terms set forth above in clauses (i) through (vi) inclusive are included and such terms do not result in a delay in Donor’s receipt of its residential use permit or building permits as set forth in the Proffers. Further, and for purposes of ensuring its rights under the Completion Agreement (including clauses (ii) and (iii) above), Donee shall promptly deliver to Donor, upon Donee’s receipt, for Donor’s review initial, interim and final drafts of any of the loan and equity documents that Donee receives from the lenders and investors.

D. The period between the Effective Date and the date that is sixty (60) days after the Effective Date is referred to herein as the “**Due Diligence Period.**” During the Due Diligence Period, Donee shall have the right, with at least two business days’ prior written notice, to enter upon the Premises, and to cause its consultants and contractors to enter upon the Premises, for the purpose of conducting any inspections and testing that Donee requires in order to determine whether the Premises is suitable for the Affordable Housing Project; provided, however, that Donee shall obtain Donor’s prior written consent prior to conducting any invasive testing such as Phase II environmental testing. Donor shall have the right to accompany and observe Donee and Donee’s representatives on the Premises at all times. Prior to entering upon the Premises, Donee shall provide to Donor evidence of Donee’s (and its contractor’s) general liability and property damage insurance with single occurrence coverage of at least \$1,000,000 (and aggregate coverage of \$2,000,000) and naming Donor as an additional insured or loss payee, as the case may be. Donee shall repair any damage to the Premises caused by Donee’s testing and inspections, and shall restore the Premises to substantially the same condition that existed prior to Donee’s testing and inspections. Donee indemnify, defend and save donor harmless from any and all claims and/or liabilities which Donor may suffer or be subject by reason of or in any manner relating to any act

or omission of Donee and its representatives during such entry and such activities, other than any expense, loss or damage to the extent arising from any act or omission of Donor or its representatives relating to any such entry and inspection. At any time prior to the end of the Due Diligence Period, Donee shall have the right to terminate this Agreement, in its sole and absolute discretion, by delivering a written termination notice to Donor.

4. SETTLEMENT; CONDITIONS TO SETTLEMENT.

A. The transaction contemplated by this Agreement shall be consummated at Settlement (the “**Settlement**”), which shall take place on the date that Donee closes on the debt and equity financing for the construction of the Project, but no in no event later than March 1, 2023. The exact date, time and place for Settlement shall be designated by Donee in a written notice to Donor at least ten (10) business days prior to the date set for Settlement in such notice. Delivery to the Title Company of the deed and such other papers and/or documents as are required by either party under the terms of this Agreement, in each case properly executed, shall be considered good and sufficient tender of performance.

B. Donor’s obligation to convey the Premises to Donee pursuant to the terms and conditions of this Agreement shall be contingent on the following:

(i) The Deed of Subdivision and accompanying plat shall be approved by all necessary governmental authorities, such that the Deed of Subdivision can be recorded at or before Settlement and the Premises can be conveyed by Donor to Donee as a separate, subdivided parcel, such subdivision to be completed at Donor’s sole cost and expense;

(ii) Simultaneous with Settlement, Donee shall close on all necessary financing to commence construction of the Improvements on the Premises for the Affordable Housing Project such that Donee can deliver a notice to proceed for the commencement of construction within five (5) business days after Settlement;

(iii) Donee shall have entered into and delivered to the Title Company a fully-executed Declaration of Affordable Dwelling Unit Covenants (or similar document governing the use of the Premises for Project) for the benefit of the County, to be recorded among the land records in the Circuit Court for the County;

(iv) Plans for the Improvements and the construction contract have been finalized, approved by Donor, executed by the parties thereto, and copies of all Plans and the executed construction contract have been delivered to Donor; and

(v) Donee has obtained all Permits required to commence construction of the Improvements (or has obtained a will-issue letter from the County, stating that such permits will be issued upon payment of the fee), including, but not limited to, a building permit, permitting Donee to commence construction of the Improvements on the Premises immediately after Settlement.

(vi) The Completion Agreement, in acceptable form to Donor, has been executed by all parties and delivered to the Title Company for Settlement.

C. Donee's obligation to accept the Premises from Donor pursuant to the terms and conditions of this Agreement shall be contingent on the following:

(i) Donor shall have complied with all of its covenants and obligations set forth in this Agreement.

(ii) All of Donor's representations and warranties set forth in this Agreement shall be true and correct.

(iii) The Deed of Subdivision and accompanying plat shall be approved by all necessary governmental authorities, such that the Deed of Subdivision can be recorded at or before Settlement and the Premises can be conveyed by Donor to Donee as a separate, subdivided parcel.

(iv) Donee shall have received an allocation of tax credits from VHDA and a commitment for debt financing in amounts sufficient to support the Project's construction budget.

(v) There shall not have occurred at any time or times on or before the scheduled date of Settlement any taking or threatened taking of the Premises or any material part thereof by condemnation, eminent domain or similar proceedings.

(vi) Donor shall not be in default with respect to any of its obligations under the Proffers.

If a condition precedent described in Section 4.B or 4.C has not been fulfilled by the scheduled date of Settlement, then the party for whom the condition benefits (Donor with respect to Section 4.B and Donee with respect to Section 4.C) shall have the right to either terminate this Agreement or waive the condition and proceed to Settlement. If the failure of the condition precedent also constitutes a default hereunder, then the non-defaulting party shall have the right to exercise the remedies set forth in Section 8 herein. Further, if the failure of one of Donee's conditions precedent is due to Donor's failure to complete one or more of Donor's Pre-Development Obligations, then Donee may elect to proceed to Settlement and perform such Pre-Development Obligations after Settlement, the cost of which shall be reimbursed by Donor, in which case Donor shall cooperate with Donee and provide any assistance reasonably requested by Donee.

5. DELIVERIES AT SETTLEMENT. Donor shall deliver to the Title Company at Settlement: (i) if not already recorded, the Deed of Subdivision and accompanying plat subdividing the Property into no less than two (2) parcels, including but not limited to the Premises, such that the Premises can be conveyed by Donor to Donee as a separate, subdivided parcel; (ii) a special warranty deed, signed, sealed and acknowledged by Donor, in recordable form, which shall convey fee simple title to the Premises to Donee in accordance with paragraph 3 hereof, (iii) an assignment

of governmental approvals executed by Donor, to the extent required for Donee to construct and operate the Project, (iv) a Completion Agreement executed by Donor, (v) a closing statement executed by Donor, (vi) any documents, affidavits, resolutions, and certifications reasonably requested by the Title Company, and (vii) any other documents required in order to consummate the transaction described herein. Donor shall give possession and occupancy of the Premises to Donee at the time of Settlement.

6. EXPENSES, PRORATED ITEMS AND ADJUSTMENT. All Settlement and recordation costs and expenses, including, but not limited to, title insurance premiums and charges, tax certifications, notary fees, and survey costs for any surveys ordered by Donee, shall be paid by Donee. Notwithstanding the foregoing, state and local transfer and recordation taxes shall be apportioned equally between Donor and Donee, or as governed by local laws or custom. The regional WMATA Capital Fee shall be apportioned equally between Donor and Donee. Each party shall pay its own attorney's fees. Real property taxes and all other public or governmental charges against the Premises which are or may be payable on an annual basis (including benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Effective Date or subsequent thereto) shall be prorated, assumed by Donee as of the date of Settlement, and paid thereafter by Donee.

7. BROKERAGE FEES AND COMMISSIONS. Each party hereby represents and warrants unto the other that it has not acted through or with, or introduced into the transactions contemplated hereby, any broker, agent, or finder who would be entitled to a commission or fee upon the execution of this Agreement and/or Settlement hereunder. Each party shall indemnify and hold harmless the other, respectively, of and from any and all other liability, cost and expense, including reasonable attorneys' fees, incurred or suffered as a result of breach of the aforesaid warranty by the indemnifying party.

8. DEFAULT. Donee shall be deemed in default of this Agreement if Donee shall: (a) fail to complete its obligations under this Agreement, including Donee's obligation to materially meet, comply with or perform any covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Agreement, including, but not limited to, Donee's obligations under Section 1.C. of this Agreement; and (b) fail to consummate the Settlement of the Premises as required hereunder, except in the case of a default by Donor hereunder or a failure of one of Donee's conditions precedent described herein. If the default shall be under clause (a) above, and the applicable notice and cure period provided in Section 9 below has expired, then Donor shall have the option, as a remedy for Donee's default, to require Donee to assign (to the extent assignable) all Donee's right, title and interest to the Site Plan, Plans, and any other applications, submissions or documents that may have been filed with the County by Donee for the Project to Donor or to a third-party at the Donor's direction to allow the Donor or another third-party to pursue the completion of the Project, and after receipt of such assignment terminate this Agreement by sending written notice thereof to Donor, at which time, all parties shall be relieved of all further liability or obligation hereunder (except any obligations that may be expressly reserved in the aforementioned assignment). In the case of an assignment described in the preceding sentence, Donor (or the assignee party) shall reimburse Donee for the reasonable professional fees incurred by Donee in connection with the Site Plan, Plan and/or other materials assigned, such reimbursement amount not to exceed \$1,500,000 in the aggregate. If Donor shall

default with respect to any of its obligations under this Agreement, including Donor's obligation to materially meet, comply with or perform any covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Agreement, including, but not limited to, Donor's obligation to consummate the transactions contemplated by this Agreement, or if Donor shall be in breach of any of its representation and warranties set forth herein, and the breach of any obligation continues past the expiration of the notice and cure period described in Section 9, then Donee shall be entitled to either (i) terminate this Agreement by sending written notice thereof to Donor, at which time, all parties shall be relieved of all further liability or obligation hereunder, and Donor shall promptly pay to Donee the amount of (A) all predevelopment costs paid or incurred by Donee for the Project, including, without limitation, the cost of all third party consultants including architectural, engineering, design, and legal costs and (B) the value of the Donee's staff time spent on the Project's predevelopment, calculated at a rate of \$75 per hour, with such aggregate amount not to exceed (1) \$500,000 if the termination occurs prior to Donee's receipt of an award of LIHTC tax credits, (2) \$1,000,000 if the termination occurs after receipt of an award of LIHTC tax credits but prior to receipt of a binding commitment letter from VHDA for debt financing, and (3) \$1,500,000 if the termination occurs after receipt of a binding commitment letter from VHDA for debt financing or (ii) bring an action for specific performance. Donee shall have the right to exercise option (i) if Donee brings an action for specific performance that does not result in Donee's receipt of title to the Premises and Donor's compliance with the provisions of this Agreement. Any reimbursement of Donee's actual predevelopment costs shall entitle Donor to the use and ownership of the Donee Work Product. Within ten (10) days after Donee's receipt of the reimbursement as provided herein, Donee shall deliver and assign to Donor originals of the Donee Work Product together with any documentation or instruments evidencing the conveyance of ownership from Donee to Donor. The foregoing obligations of Donee shall survive the termination of this Agreement. Notwithstanding any provision herein to the contrary, Donee shall only have the obligation to deliver and assign the Donee Work Product to Donor if Donor releases Donee from all liability associated with Donor's use of the Donee Work Product.

9. CURE OF DEFAULT. No failure or default by Donor or Donee shall result in the termination or limitation of any right granted hereunder or the exercise of any rights or remedies with respect to such failure or default unless and until Donor or Donee shall have been notified in writing by the other party of such failure and shall have failed to remedy the same within thirty (30) days after the receipt of such written notice. If such failure or default cannot reasonably be cured within such thirty (30) day period, then the defaulting party shall be entitled to an additional period in which to effect such cure; provided, that the defaulting party shall (a) commence action to cure the default or failure within the initial thirty (30) day period referred to above, (b) diligently pursue completion of the curative action, and (c) complete such cure, to the other party's reasonable satisfaction within thirty (30) days after expiration of the initial thirty (30) day period referred to above. In addition, this Section 9 shall not apply to the obligation to proceed to Settlement on the Premises in accordance with the terms of this Agreement, the parties hereto specifically acknowledging that time is of the essence with respect to Settlement.

10. MISCELLANEOUS.

A. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties. This Agreement may only be amended by a written document signed by all parties hereto, and Donee may not rely upon any warranties or statements of any nature unless in writing and signed by Donor.

B. Successors and Assigns; Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns. This Agreement may not be assigned by Donee, without the prior written consent of Donor, which may be withheld for any reason; provided, however, that such Donor consent shall not be required for an assignment to an entity controlled by Arlington Partnership for Affordable Housing, Inc.

C. Waiver. Failure by Donee or Donor to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof, unless such waiver does so in writing and except as otherwise provided for herein.

D. Governing Law; Interpretation. This Agreement shall be governed by, and construed under the laws of the Commonwealth of Virginia. It is understood by the parties that they have had the opportunity to be represented by counsel in the preparation of this Agreement, and it is expressly agreed that the terms and conditions hereof shall not be construed against either party but are to be interpreted in accordance with the fair construction of the law.

E. Notices. Any notice required or provided for in this Agreement shall be in writing and delivered via: (i) personal hand delivery, (ii) overnight courier (i.e., Fed Ex, UPS, etc.), or (iii) electronic mail, with confirmation copy by overnight courier service within two (2) business days if the receiving party does not respond to the email notice waiving its right to receive a confirmation copy. Such notices shall be deemed to have been given: (i) when received if by personal hand delivery; (ii) one (1) business day after the date sent if by overnight courier; (iii) when sent by electronic mail, as the case may be. The addresses for service of notices on Donor and Donee are as follows:

If to Donor:

Woodleigh Chase, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attention: Sean Sands, Executive Vice
President
Facsimile: (410) 402-2348
Email: Sean.Sands@erickson.com

with a copy to:

Erickson Living Properties, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attention: Susan L. Oliveri, Esquire,
Senior Vice President and General
Counsel
Facsimile: (410) 402-2348
Email: Susan.Oliveri@erickson.com

If to Donee:

c/o Arlington Partnership for Affordable Housing, Inc.
Nina Janopaul, President
4318 N. Carlin Springs Road
Arlington, Virginia 22203
Email: njanopaul@apah.org

with a copy to:

Gallagher Evelius & Jones LLP
218 N. Charles Street, Suite 400
Baltimore, Maryland 21210
Attn: Benjamin J. Rubin, Esq.
Email: brubin@gejlaw.com

Donor and Donee shall each notify the other in writing of a change in address for the service of notices.

F. Time of the Essence. Time shall be of the essence with respect to this Agreement.

G. Captions. The captions and heading therein are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

H. Counterparts. This Agreement may be executed in two or more counterpart originals all of which counterparts shall have the same force and effect as if all the parties hereto had executed a single original of this Agreement.

I. Survival. It is understood and agreed that the covenants, promises and agreements set forth in Sections 1.C., 1.D., 1.E., and 1.F. above, shall not be merged into the deed at Settlement, but shall survive Settlement in accordance with the provisions of this Agreement.

J. No Recording. Neither party shall record this Agreement, except in connection with a lis pendens filing by Donee.

K. Force Majeure. The Parties' pre-development obligations set forth herein and Donee's obligation to complete construction and obtain a certificate of occupancy as set forth in Section 3(C) herein, shall be automatically extended on a day for day basis for each day of Force Majeure Delay. A "**Force Majeure Delay**" means any of the following that interferes with a Party's pre-development obligation or Donee's obligation to complete construction and obtain a certificate of occupancy: strikes, lockouts, civil disorder, inability to procure materials, riot, insurrection, war, fuel shortage, unanticipated and adverse weather conditions, casualty, act of God, unanticipated delays by any governmental authority including public utility companies, or delays due to a pandemic or public health emergency (whether foreseeable or unforeseeable), including, without limitation, delays that result from closures of governmental offices for more than five (5) consecutive days, prohibitions on certain construction activities for more than five (5) consecutive days, inability to conduct inspections, and/or manufacturing and supply chain delays, all except to the extent such delay was in the reasonable control of the Party claiming a Force Majeure Delay; provided, however, in no event shall an insufficiency or unavailability of funds constitute a Force Majeure Delay.

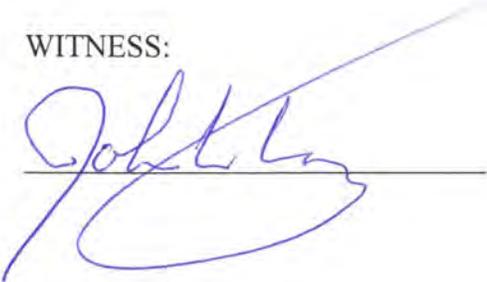
L. Computing and Extending Deadlines. If a time period ends on a Saturday, Sunday, a federal legal holiday in the United States, or any day on which banking institutions in the Commonwealth of Virginia are authorized or required by law or other governmental action to be closed (collectively, a “**Holiday**”), then the time period is extended to the next day that is not a Holiday.

N. Incorporation by Reference. The recitals of this Agreement and all exhibits attached to this Agreement are incorporated into this Agreement by reference and made a substantive part of this Agreement.

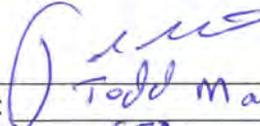
[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Agreement as of the Effective Date.

WITNESS:



WOODLEIGH CHASE, LLC

By:  (SEAL)
Name: Todd Mathiesen
Title: CEO

APPROVED AS TO LEGAL SUFFICIENCY SM

WITNESS:

APAH BRADDOCK ROAD LIMITED PARTNERSHIP

By: APAH Braddock Road LLC, its general partner

By: _____ (SEAL)
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Agreement as of the Effective Date.

WITNESS:

WOODLEIGH CHASE, LLC

By: _____ (SEAL)

Name: _____

Title: _____

APPROVED AS TO LEGAL
SUFFICIENCY EM

WITNESS:

APAH BRADDOCK ROAD LIMITED
PARTNERSHIP

By: APAH Braddock Road LLC, its general
partner



By:  _____ (SEAL)

Name: Nina Janopaul

Title: President

EXHIBIT A

Legal Description of the Premises

**DESCRIPTION OF
PROPOSED PARCEL C
PART OF THE PROPERTY OF
WOODLEIGH CHASE, LLC
(FORMERLY ERICKSON LIVING AT BRADDOCK ROAD, LLC D.B. 25249 PG. 1740)**

**BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point on the easterly line of Parcel C, Section 22, Kings Park West as recorded in Deed Book 4873 at page 211; said point being S12°25'54"E, 3.72 feet from the northeasterly corner of said Parcel C; thence departing the easterly line of Parcel C and through the property of Woodleigh Chase, LLC the following courses:

S88°57'54"E, 2.42 feet;

with a curve to the right with a radius of 12.00 feet and whose chord is S77°43'57"E, 4.67 feet, an arc distance of 4.71 feet;

S66°30'01"E, 25.35 feet;

with a curve to the left with a radius of 103.00 feet and whose chord is S77°38'59"E, 39.83 feet, an arc distance of 40.09 feet;

S88°47'58"E, 240.52 feet;

N46°35'12"E, 5.67 feet;

S85°38'31"E, 30.55 feet;

to a point on the southerly right of way line of Braddock Road (Rt. 620); thence with the southerly right of way line of Braddock Road S88°51'01"E, 17.00 feet; thence departing the existing southerly right of way line of Braddock Road and through the property of Woodleigh Chase, LLC the following courses:

S83°17'49"E, 15.45 feet

S88°39'34"E, 53.73 feet

S01°20'26"W, 6.00 feet;

S88°39'34"E, 19.00 feet;

N01°20'26"E, 6.00 feet;

S88°39'34"E, 49.46 feet;

with a curve to the left with a radius of 33.00 feet and whose chord is N70°42'45"E, 23.25 feet, an arc distance of 23.76 feet;

N50°05'04"E, 5.56 feet;

with a curve to the right with a radius of 7.00 feet and whose chord is N70°35'37"E, 4.91 feet, an arc distance of 5.01 feet;

S88°53'50"E, 243.57 feet;

S01°12'44"W, 52.28 feet;

S70°22'35"W, 47.06 feet;

S00°17'45"E, 24.32 feet;

with a curve to the left with a radius of 355.00 feet and whose chord is S50°03'24"W, 255.17 feet, an arc distance of 261.01 feet;

N89°42'42"W, 104.79 feet;

S52°50'11"W, 35.48 feet;

N89°45'07"W, 237.03 feet;

S14°31'46"E, 116.66 feet;

S44°46'11"E, 29.84 feet;

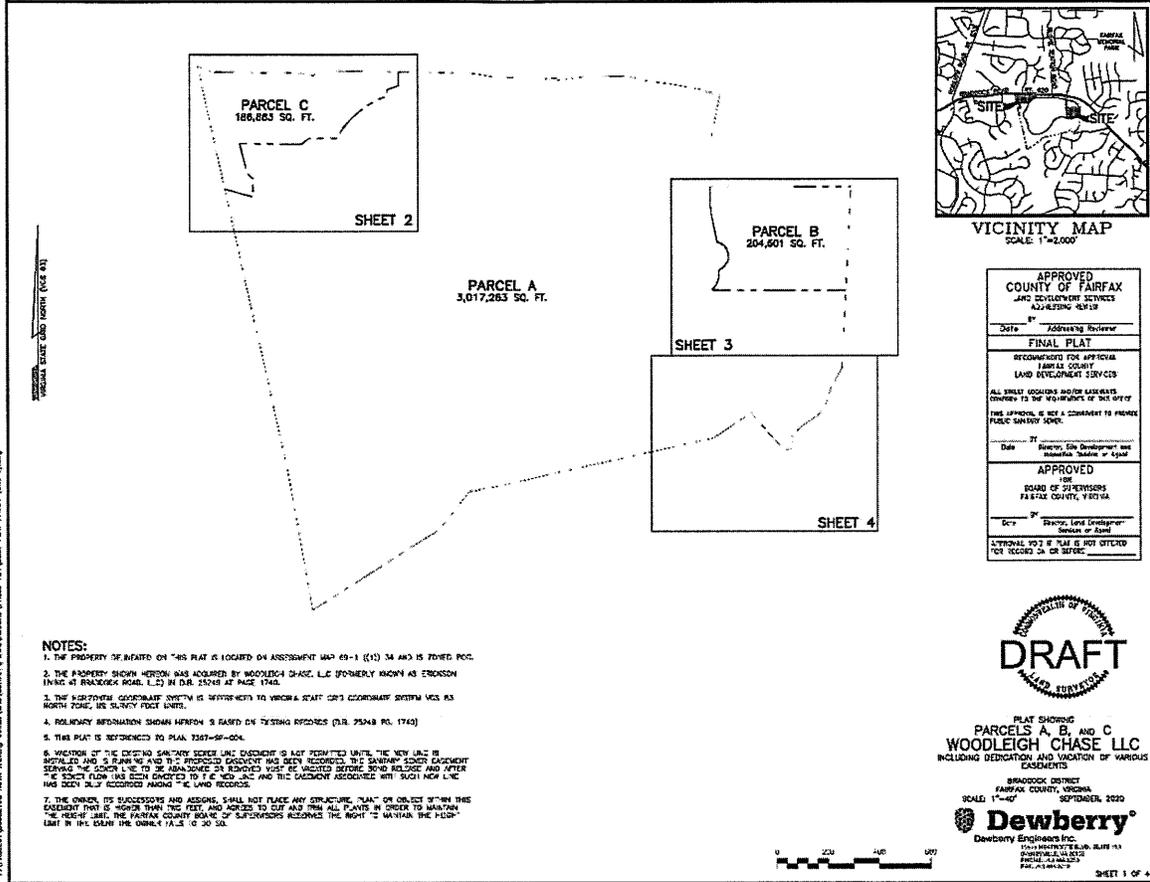
S00°52'37"E, 70.49 feet;

N74°50'20"W, 113.53 feet;

to a point on the easterly line of aforementioned Parcel C; thence with the easterly line of Parcel C N12°25'54"W, 482.25 feet to the point of beginning, containing 186,821 square feet or 4.28883 acres, more or less.

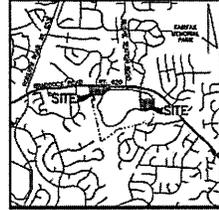
EXHIBIT A-1

Subdivision Plat



NOTES:

1. THE PROPERTY DEPICTED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP 49-1 (11) 34 AND IS ZONED PDC.
2. THE PROPERTY SHOWN HEREON WAS ACQUIRED BY WOODLEIGH CHASE, LLC (FORMERLY KNOWN AS EROSION TRAK) AT BRANDBOX ROAD, L23 IN D.B. 25248 AT PAGE 17463.
3. THE SURVEYING COORDINATE SYSTEM IS REFERENCED TO VIRGINIA STATE COORDINATE SYSTEM VCS AS NORTH ZONE, US SURVEY FOOT UNITS.
4. RELIABLE INFORMATION SHOWS HEREON IS BASED ON EXISTING RECORDS (D.B. 25248 PG. 17463).
5. THIS PLAT IS REFERENCED TO PLAN 2507-99-004.
6. VIOLATION OF THE EXISTING SANITARY SEWER LINE COVERAGE IS NOT PERMITTED UNTIL THE NEW LINE IS INSTALLED AND IS RUNNING AND THE APPROVED COVERAGE HAS BEEN RECEIVED BY THE SANITARY SEWER AGENCY SERVING THE SEWER LINE TO BE MAINTAINED OR REMOVED. WORK IS PERMITTED BEFORE SOME RELEASE AND AFTER THE SEWER FLOW HAS BEEN CHECKED TO THE NEW LINE AND THE AGREEMENT ASSOCIATED WITH SUCH NEW LINE HAS BEEN FULLY ASSIGNED AMONG THE LAND RECORDS.
7. THE OWNER, ITS SUCCESSORS AND AGENTS, SHALL NOT PLACE ANY STRUCTURE, "JACK" OR OTHER ITEM IN THIS EXISTENT PART IS HIGHER THAN TWO FEET AND ADJACENT TO CUT AND REM ALL PLANTS IN ORDER TO MAINTAIN THE HOIST. THE FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLVED THE RIGHT TO WITHIN THE HEIGHT LIMIT IN THE EXISTENT PARTS TO 30.00.



VICINITY MAP
SCALE: 1"=2,000'

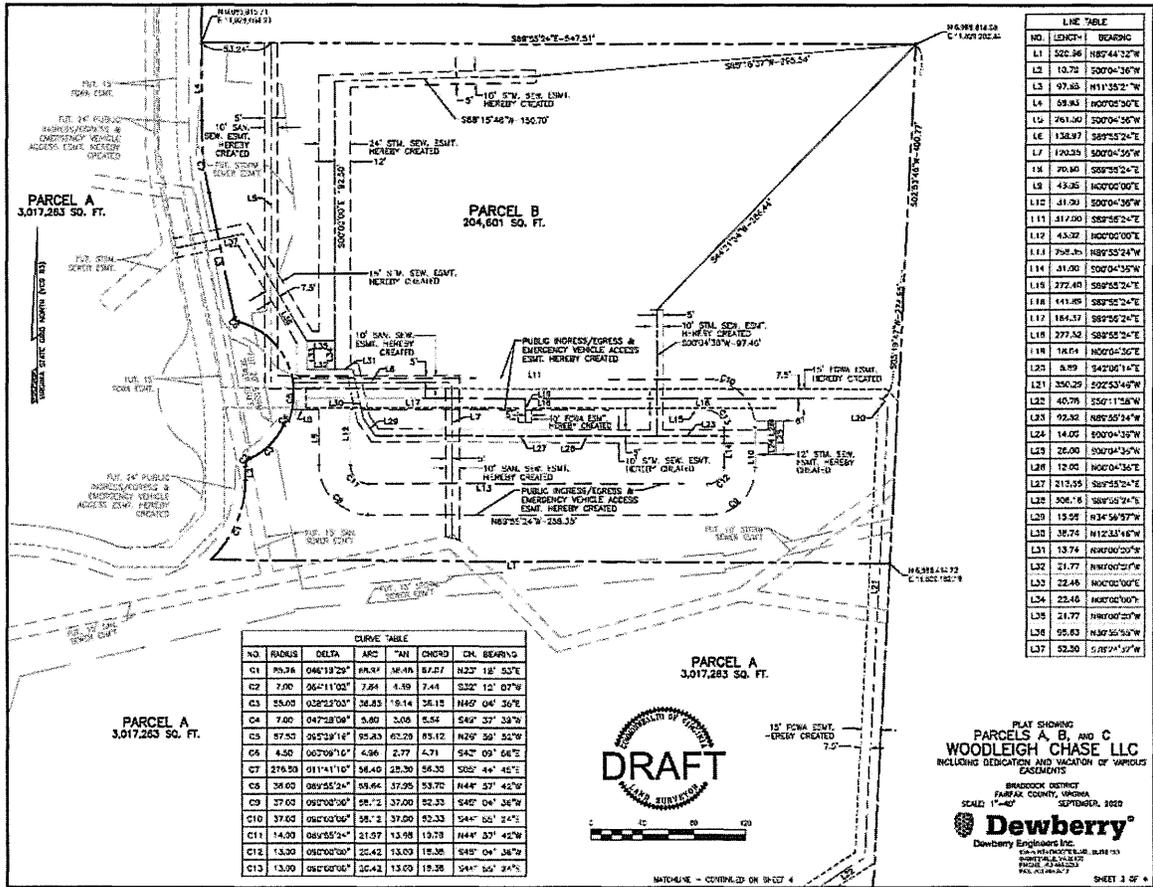
APPROVED COUNTY OF FAIRFAX LAND DEVELOPMENT SERVICES ADDRESSING SERVICES	
Date:	By: Assessing Reviewer
FINAL PLAT	
RECOMMENDED FOR APPROVAL FAIRFAX COUNTY LAND DEVELOPMENT SERVICES	
ALL BUILT LOCATIONS AND/OR MARKETS SUBJECT TO THE REQUIREMENTS OF THE CITY OF THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER.	
Date:	By: Director, City Development and Infrastructure Administration or Equivalent
APPROVED BY BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA	
Date:	By: Director, Land Development Services or Equivalent
EXCEPTIONS TO THIS PLAT IS NOT OFFERED FOR RECORD OR FOR SERVICE.	



PLAT SHOWING
PARCELS A, B, AND C
WOODLEIGH CHASE LLC
INCLUDING DEDICATION AND VACATION OF VARIOUS
EASEMENTS

BRANDBOX DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1"=400' 10/19/2020

Dewberry
Dewberry Engineers Inc.
1515 WINDSORFIELD BLVD, SUITE 100
DUBLIN, VA 22026
PH: 703.444.2277
FAX: 703.444.2277



LINE TABLE		
NO.	LENGTH	BEARING
L1	502.36	N87°44'32"W
L2	10.72	S00°04'36"W
L3	97.85	N11°35'21"W
L4	68.83	N00°05'30"E
L5	261.00	S00°04'36"W
L6	138.97	S89°55'24"E
L7	120.35	S00°04'36"W
L8	20.80	S00°05'24"E
L9	43.85	N00°00'00"E
L10	41.00	S00°04'36"W
L11	41.00	S89°55'24"E
L12	43.82	N00°00'00"E
L13	798.35	N89°55'24"W
L14	31.00	S00°04'36"W
L15	272.49	S89°55'24"E
L16	141.89	S89°55'24"E
L17	184.37	S89°55'24"E
L18	277.52	S89°55'24"E
L19	18.64	N00°04'36"E
L20	8.89	S42°06'14"E
L21	336.29	S02°53'49"W
L22	40.78	S50°11'58"W
L23	92.32	N89°55'24"W
L24	14.00	S00°04'36"W
L25	26.00	S00°04'36"W
L26	12.00	N00°04'36"E
L27	215.55	S89°55'24"E
L28	306.16	S89°55'24"E
L29	15.92	N34°56'57"W
L30	38.74	N12°33'46"W
L31	13.74	N89°00'00"W
L32	21.77	N89°00'00"W
L33	22.48	N00°00'00"E
L34	22.48	N89°00'00"E
L35	21.77	N89°00'00"W
L36	65.63	N32°55'55"W
L37	52.30	S18°24'37"W

CURVE TABLE						
NO.	RADIUS	DELTA	ARC	"AN	CHORD	CH. BEARING
C1	10.24	046°19'29"	8.83	8.48	8.27	N23° 18' 53"E
C2	7.00	06°11'03"	7.84	4.49	7.44	S22° 12' 07"W
C3	25.00	028°23'03"	36.83	8.14	26.15	N40° 04' 36"E
C4	7.00	047°28'08"	5.80	3.06	5.54	S49° 37' 38"W
C5	87.50	052°23'18"	95.83	62.28	85.12	N29° 59' 52"W
C6	4.50	060°09'10"	4.96	2.77	4.71	S42° 09' 08"E
C7	216.50	011°41'10"	36.40	28.30	56.30	S05° 44' 46"E
C8	36.00	089°55'24"	38.64	37.95	53.70	N44° 57' 42"W
C9	37.00	092°03'50"	38.72	37.00	52.33	S40° 04' 36"W
C10	37.00	092°03'50"	38.72	37.00	52.33	S40° 04' 36"W
C11	14.00	089°55'24"	21.97	13.98	19.78	N44° 57' 42"W
C12	13.30	092°03'50"	22.42	13.03	18.36	S40° 04' 36"W
C13	13.30	092°03'50"	22.42	13.03	18.36	S40° 04' 36"W



PLAN SHOWING
PARCELS A, B, AND C
WOODLEIGH CHASE LLC
 INCLUDING DEDICATION AND LOCATION OF VARIOUS
 EASEMENTS
 BRADDOCK DISTRICT
 FARMAS COUNTY, VIRGINIA
 SCALE: 1"=40'
 SEPTEMBER, 2020
Dewberry
 Dewberry Engineers Inc.
 500 WASHINGTON BLVD #100
 FORT MYERS, FL 33901
 TEL: 888-484-2827

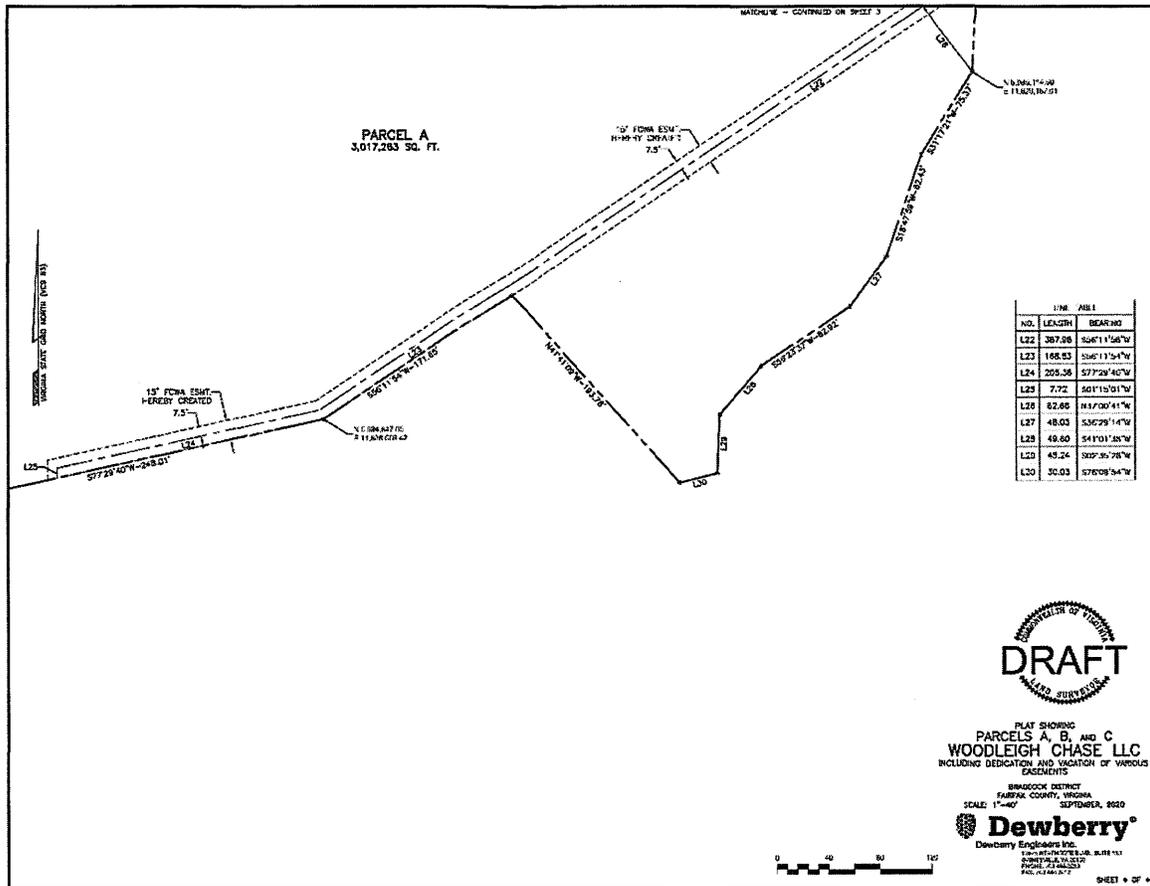


EXHIBIT B

Permitted Exceptions

1. Taxes subsequent to those for the First half of the year 2020, a lien not yet due and payable, with respect to Tax Map No. 069-1-01-0034, and subsequent to the Second half of the year 2019, currently delinquent and subject to penalty and interest, with respect to Tax Map No. 069-1-T-01-0034, and in addition thereto, possible supplemental assessment for taxes for the recent improvements constructed on the premises, if any.
2. Easements granted to Virginia Electric and Power Company recorded in Deed Book 470 at page 22, Deed Book 695 at page 542, Deed Book 2572 at page 50, and Deed Book 3559 at page 242.
3. Easements granted to Colonial Pipeline Company, recorded in Deed Book 2564 at page 97 and in Deed Book 2666 at page 634.
4. Terms, provisions, conditions and easements set forth in that certain Agreement with the Fairfax County Water Authority recorded in Deed Book 3182 at page 717.
5. Terms, provisions, conditions and easements set forth in that certain Deed of Easement, recorded in Deed Book 3614 at page 326.
6. Easements granted to Washington Gas Light Company recorded in Deed Book 5686 at page 1159.
7. Terms, provisions, conditions and easements set forth in that certain Deed of Easement recorded in Deed Book 5727 at page 1273.
8. Easements granted to The Chesapeake and Potomac Telephone Company of Virginia recorded in Deed Book 5775 at page 482.
9. Terms, provisions, conditions and easements set forth in that certain Agreement with the Department of Transportation recorded in Deed Book 6995 at page 1457.
10. Terms, provisions, conditions and easements set forth in that certain Deed of Easement, recorded in Deed Book 7225 at page 1830.
11. Terms, provisions, conditions and easements set forth in that certain Easement Agreement, recorded in Deed Book 7503 at page 611.
12. Terms, provisions, conditions and easements set forth in that certain Deed of Easement, recorded in Deed Book 7903 at page 639.

13. Terms, provisions, conditions and easements set forth in that certain Deed of Easement, recorded in Deed Book 8551 at page 1552.
14. Terms, provisions, conditions and easements set forth in that certain Deed of Easement, recorded in Deed Book 12236 at page 2057.
15. Riparian rights incident to the premises, and the rights of others in and to the waters of the (Rabbit Branch) stream and pond traversing the subject property.
16. The following matters disclosed by ALTA/NSPS Land Title Survey prepared by Dewberry Consultants LLC dated October 19, 2017:
 - a) Failure of fences to coincide with boundary lines of the Land;
 - b) FEMA "Special Flood Hazard Area" located in the Southwest corner of the Land;
 - c) Storm drain structures located throughout the land; and
 - d) Encroachment across the boundary line by Conc. appurtenant to the land of Department of State Police to the east.
19. Terms, provisions, conditions and easements set forth in that certain Deed of Easement with the Commonwealth of Virginia, Department of General Services, the Commonwealth of Virginia, Department of Military Affairs and the Commonwealth of Virginia, Department of State Police recorded in Deed Book 25249 at page 1752.
20. Terms, provisions, conditions and easements set forth in that certain Deed of Easement with the Commonwealth of Virginia, Department of General Services and the Commonwealth of Virginia, Department of Motor Vehicles recorded in Deed Book 25249 at page 1765.

EXHIBIT B-1

Declaration of Covenants, Conditions and Restrictions

[attached]

Prepared by:

Miles & Stockbridge, P.C.
100 Light Street
Baltimore, MD 21202

After recording return to:

Miles & Stockbridge, P.C.
100 Light Street
Baltimore, MD 21202
Attn: Stacy L. Manley, Esq.

Tax Parcel Nos: [_____]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “**Declaration**”) is made effective as of _____, 2022¹ (the “**Effective Date**”), by **WOODLEIGH CHASE, LLC**, a Maryland limited liability company (the “**Declarant**”).

RECITALS

A. The Declarant is the owner of certain real estate located in Fairfax County, Virginia, said real estate being all of the same real estate that was conveyed unto Declarant by the Commonwealth of Virginia, Department of General Services, and the Commonwealth of Virginia, Department of Behavioral Health and Developmental Services, by a Deed dated October 23, 2017, recorded November 17, 2017, in the Circuit Court of Fairfax County, Virginia (the “**Circuit Court**”), in Deed Book 25249, Page 1740, and as set forth in that certain Confirmatory Deed dated July 9, 2020, recorded July 28, 2020, in the Circuit Court in Deed Book 26384, page 1084, from Woodleigh Chase, LLC, formerly known as Erickson Living at Braddock Road, LLC, such real estate being more particularly described on **Exhibit A** attached hereto and made a part hereof (the “**Property**”).

B. Pursuant to that certain Deed of Subdivision dated _____, recorded _____, in the Circuit Court, in Deed Book _____ Page _____ (the “**Subdivision Deed**”), the Declarant has subdivided the Property into the following three (3) parcels: (i) a 69.27 acre lot designated as Parcel A (“**Parcel A**”) on the plat (the “**Plat**”) attached to the Subdivision Deed, attached hereto as **Exhibit B** and made a part hereof, that Declarant intends to develop into a continuing care retirement community (the “**CCRC**”); (ii) a 4.70 acre lot designated as Parcel B (“**Parcel B**”) on the Plat that Declarant intends to develop into a community recreation center; and (iii) a 4.29 acre lot designated as Parcel C (“**Parcel C**”) on the Plat, that Declarant intends to donate to an affordable housing developer to improve Parcel C with no less than 80 affordable housing units for seniors of low and moderate income (the “**Affordable Housing Project**”), pursuant to the Affordable Dwelling Unit Program, as amended, established

¹ NTD: to be date of settlement

on December 11, 1989 by the Board of Supervisors for Fairfax County, Virginia, and administered in accordance with Part 8, Article 2 of the Fairfax County Zoning Ordinance and regulations established with respect thereto (the ordinance and the regulations, as may be amended, modified or supplemented from time to time, are collectively referred to as the “**Ordinance**”); and the proffers dated July 2, 2019 accepted in conjunction with the approval of RZ-2018-BR-026 (the “**Proffers**”).

C. The Declarant desires to establish certain covenants, conditions and restrictions for the development of the Affordable Housing Project to: (a) ensure the completion of the Affordable Housing Project in a timely fashion; and (b) ensure the construction, operation and maintenance of the Affordable Housing Project in a manner that is harmonious with the CCRC.

NOW, THEREFORE, Declarant hereby declares that Parcel C shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are established for the purposes of: (a) ensuring quality affordable housing for seniors in Fairfax County, Virginia; and (b) protecting the value and desirability of the Affordable Housing Project and the CCRC, and which covenants, conditions and restrictions shall run with the real property referred to herein as Parcel C and be binding on all parties having any right, title or interest in Parcel C or any part thereof and any future amendment or resubdivision thereof.

1. Recitals. The foregoing recitals are hereby incorporated herein and made a part hereof.
2. Definitions. Unless otherwise stated herein, capitalized terms used in this Declaration shall have the following meanings:

(a) “**Affordable Housing Project**” shall mean Parcel C and the Improvements located thereon.

(b) “**Architect**” shall mean the architectural firm of _____.

(c) “**CCRC**” shall mean the continuing care retirement community to be constructed and operated by the Declarant on Parcel A.

(d) “**Circuit Court**” shall mean the Circuit Court of the County.

(e) “**Construction Timeline**” shall mean the timeline for the construction of the Affordable Housing Project attached hereto as Exhibit C and made a part hereof.

(f) “**Contractor**” shall mean the general contracting firm of _____.

(g) “**County**” shall mean Fairfax County, Virginia.

(h) “**Declarant**” shall mean Woodleigh Chase, LLC, a Maryland limited liability company.

(i) “**Subdivision Deed**” shall mean the Deed of Subdivision dated _____, executed by the Declarant and recorded _____, in the Circuit Court, in Deed Book _____ Page _____

(j) “**Governmental Authorities**” shall mean all public officials, agencies, municipalities, and counties having jurisdiction in respect of the Property and Parcel C, including, but not limited to, the Fairfax County Housing and Redevelopment Authority.

(k) “**Improvements**” shall mean the building(s) to be constructed on Parcel C consisting of no less than eighty (80) affordable housing units for households with at least one resident being the age of sixty-two (62) years old or older of low and moderate income (i.e. household annual income not to exceed sixty percent (60%) of the area median income), together with all other appropriate permanent improvements, including, but not limited to, appurtenant parking areas, drive-in lanes, driveways, storm water facilities and landscaped areas.

(l) “**Ordinance**” shall mean the Fairfax County Zoning Ordinance and regulations established with respect thereto.

(m) “**Parcel A**” shall mean Parcel A as described on Exhibit B-1 attached hereto and made a part hereof and as shown on Exhibit B attached hereto and made a part hereof and any other lot or parcel of land created by the lawful subdivision or resubdivision Parcel A, or any part of Parcel A, singularly or collectively as the context may require.

(n) “**Parcel B**” shall mean Parcel B as described on Exhibit B-2 attached hereto and made a part hereof and as shown on Exhibit B attached hereto and made a part hereof and any other lot or parcel of land created by the lawful subdivision or resubdivision Parcel B, or any part of Parcel B, singularly or collectively as the context may require.

(o) “**Parcel C Owner**” shall mean the Declarant, its successors and assigns, as the owner of Parcel C or any other lot or parcel of land created by the lawful subdivision, resubdivision, consolidation, or combination of Parcel C or any part thereof.

(p) “**Parcel C**” shall mean Parcel C as described on Exhibit B-3 attached hereto and made a part hereof and as shown on Exhibit B attached hereto and made a part hereof and any other lot or parcel of land created by the lawful subdivision or resubdivision Parcel C, or any part of Parcel C, singularly or collectively as the context may require.

(q) “**Permits**” shall mean all permits, approvals, licenses, and permissions required from all applicable Governmental Authorities to enable the construction of the Improvements to commence.

(r) “**Plans**” shall mean final and complete plans for the construction of the Improvements on Parcel C.

(s) “**Plat**” shall mean the plat entitled “Plat Showing Parcels A, B and C, Woodleigh Chase LLC” dated September 2020, prepared by Dewberry Engineers Inc. and attached to the Subdivision Deed.²

(t) “**Proffers**” shall mean the proffers dated July 2, 2019 accepted in conjunction with the approval of RZ-2018-BR-026 by the County.

² NTD: Subject to revision based on final plat.

(u) **“Property”** shall mean the land and the improvements thereon that was conveyed unto Declarant by the Commonwealth of Virginia, Department of General Services and the Commonwealth of Virginia, Department of Behavioral Health and Developmental Services by a deed dated October 23, 2017, recorded in the Circuit Court of Fairfax County, Virginia, in Deed Book 25249, Page 1740, as set forth in that certain Confirmatory Deed dated July __, 2020, recorded _____, 2020, in the Circuit Court in Deed Book ____, page _____, from Woodleigh Chase, LLC, formerly known as Erickson Living at Braddock Road, LLC, as described on **Exhibit A** attached hereto and made a part hereof.

(v) **“Substantial Completion”** shall mean the Improvements are completed to the extent required by the Governmental Authorities to permit the occupancy of the Improvements, as evidenced by a certificate of occupancy or other similar permit, and as certified by the Contractor completing the Improvements, and all lien waivers for the Improvements (other than those lien waivers relating to final payments for items not yet completed) have been issued by the Contractor, subcontractors and material suppliers.

3. Affordable Housing Covenant. The Parcel C Owner hereby agrees to develop Parcel C with no less than eighty (80) affordable housing units for households with at least one resident being the age of sixty-two (62) years old or older of low and moderate income (i.e. household annual income not to exceed sixty percent (60%) of the area median income) pursuant to the Ordinance, the Proffers and in accordance with the terms herein. The Parcel C Owner shall, at all times, comply with the terms and conditions of the Ordinance, the Proffers, the Extended Use Regulatory Agreement and Declaration of Restrictive Covenants made between the Parcel C Owner and the Virginia Housing Development Authority to be recorded in the Circuit Court, and all other terms and conditions imposed by the County Redevelopment and Housing Authority with respect to the operation and maintenance of the affordable housing units for seniors.

4. Construction Covenants. The Parcel C Owner hereby agrees to comply with the following covenants regarding the initial construction of the Affordable Housing Project:

(a) Within thirty (30) days after the Effective Date, the Parcel C Owner shall cause Contractor to begin constructing the Improvements. Parcel C Owner shall cause Contractor to diligently pursue the following, subject to force majeure events: construction of the Improvements in accordance with those plans and specifications approved by the Declarant, adherence to the Construction Timeline, and achievement of Substantial Completion no later than eighteen (18) months following the Effective Date.

(b) The Parcel C Owner shall ensure that the Improvements are constructed in a good and workmanlike manner; in accordance with all applicable laws, statutes, ordinances, and codes; and without deviation or change in the Plans that materially alters the overall appearance of the Affordable Housing Project or adversely affects the overall quality of the Affordable Housing Project in Declarant’s reasonable discretion, unless such change in the Plans or in the Improvements is first approved in writing by the Declarant.

(c) The Parcel C Owner shall not demolish or destroy the Improvements, or make any material additions or alterations to the exterior of the Improvements, structural or otherwise, without

the prior written consent of the Declarant, which consent shall not be unreasonably withheld so long as the changes (i) comply with all applicable laws, (ii) are harmonious with the CCRC, and (iii) do not diminish the overall quality of the Affordable Housing Project, all as determined by the Declarant in its reasonable discretion.

The Declarant may engage, at the Declarant's sole cost and expense, a building inspector to represent the Declarant's interests during the construction of the Improvements. The Parcel C Owner will permit any officer, employee or agent (including inspector) of the Declarant to visit and inspect Parcel C and the Affordable Housing Project thereon at such reasonable times and on reasonable prior notice and as often as the Declarant may reasonably request.

5. Maintenance of the Affordable Housing Project.

(a) During construction, Parcel C shall have appropriate fencing or barriers to prevent unauthorized persons from entering thereon and Parcel C shall be kept in an orderly manner free of any accumulation of trash, rubbish and debris. No construction materials or vehicles shall be stored on Parcel B or Parcel A, and no contractors, subcontractors, materialmen or any employees, agents or representatives of the foregoing shall enter onto Parcel B or Parcel A, subject to any construction easements that grant Parcel C Owner access to such areas. Following completion of the Improvements on Parcel C, the Parcel C Owner shall maintain the Affordable Housing Project in good condition and repair. Maintenance of the Affordable Housing Project is to include, without limitation, the following:

(b) Buildings & Structures. All buildings and appurtenant structures shall be continuously maintained in good repair and condition. All exterior building materials including masonry, siding, trim and windows & doors shall receive regular cleaning, painting and repair as required to sustain a clean and attractive appearance. Parcel C Owner shall:

(i) Operate, keep in good repair and replace, where necessary, such artificial lighting facilities as shall be reasonably required;

(ii) Place, keep in good repair and replace any necessary appropriate directional signs, markers and lines;

(iii) Maintain all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and

(c) Roads, Parking & Paved Surfaces. All roads, parking areas, sidewalks and other paved surfaces shall be continuously maintained in good repair and condition. Potholes, spalling and other damaged areas shall be promptly repaired with the surfacing material originally installed to sustain a safe and attractive condition. Snow and ice shall be promptly removed and/ or treated to maintain safe conditions for motorists and pedestrians. All roads, parking and paved areas shall be maintained in clean order, condition and repair free of trash, rubbish and debris.

(d) Lawns, Landscaped Beds and Open Areas. Parcel C Owner shall maintain, mow, weed, trim and water all lawns and landscaped areas and make such replacements of shrubs and other landscaping as is necessary to maintain an attractive appearance. Parcel C Owner shall maintain all lawns, grassed areas, landscape beds and open areas in clean order, condition and repair free of trash, rubbish and debris. Owner shall maintain elements of the storm water management facilities. Owner

shall prohibit and strictly enforce the prohibition of the storage of boats, trailers, recreational vehicles, storage containers, storage tanks, temporary structures or abandoned cars on Parcel C.

(e) The Parcel C Owner shall pay the maintenance expenses of Parcel C.

6. Signs. No signs shall be erected on the improvements or on Parcel C without approval of the Declarant, in its sole discretion, and governmental authorities. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by the Declarant in its sole discretion.

7. Indemnification and Insurance.

(a) Indemnification. The Parcel C Owner hereby indemnifies and saves the Declarant, its officers, directors, members, partners, shareholders, employees, agents and consultants (the "**Declarant Parties**") harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and caused by the negligence of Parcel C Owner or its contractors, invitees, employees or tenants, except to the extent caused by the negligence of one of the Declarant Parties or their respective invitees. The Declarant hereby indemnifies and saves the Parcel C Owner, its officers, directors, members, partners, shareholders, employees, agents and consultants (the "**Parcel C Parties**") harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and caused by the negligence of Declarant or its contractors, invitees, employees or tenants, except to the extent caused by the negligence of one of the Parcel C Parties or their respective invitees.

(b) Insurance.

(i) The Parcel C Owner shall procure and maintain in full force and effect throughout the term of this Declaration general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$5,000,000.00 for injury or death of a single person, and to the limit of not less than \$5,000,000.00 for any one occurrence, and to the limit of not less than \$5,000,000.00 for property damage. The Parcel C Owner shall provide the Declarant with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the Declarant.

(ii) At all times during the term of this Declaration, the Parcel C Owner shall keep the Improvements comprising the Affordable Housing Project insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.

(iii) Intentionally Deleted.

(iv) In the event of a casualty, the Parcel C Owner shall ensure that Parcel C and the Improvements thereon are secured and any debris is promptly removed. In the event the Improvements are not repaired and restored, then any remaining Improvements shall be demolished and Parcel C shall be cleared of all debris and maintained in accordance with this Declaration. In the event the Improvements are repaired and restored, all work shall be subject to the terms, conditions and covenants set forth in Section 3 herein.

8. Rights And Obligations Of Lenders. Any holder of a lien on Parcel C, or any portion thereof, and any assignee or successor in interest of such lienholder, shall be subject to the terms and conditions of this Declaration.

9. Release from Liability. Any person acquiring fee or leasehold title to Parcel C, or any portion thereof, shall be bound by this Declaration only as to Parcel C or portion of Parcel C acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner of Parcel C or portion of Parcel C, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this Agreement shall continue to be servitudes upon Parcel C and run with the land.

10. Breach. In the event of breach or threatened breach of this Declaration, only the Parcel C Owner and the Declarant shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. Prior to either party seeking relief for an event of default hereunder, the party seeking relief shall provide written notice of the default to the other party, with such notice containing a description of the default in reasonable detail. The recipient shall have thirty (30) days after receipt of such notice to cure the default, and if such default is not capable of being cured within thirty (30) days, the recipient shall have up to an additional thirty (30) days to cure the default so long as it continues to diligently pursue a cure. If the default remains uncured after such period, then the non-defaulting party may institute proceedings for full and adequate relief. Notwithstanding the foregoing to the contrary, in the event of a breach that results in an imminent, serious threat to persons or an imminent, serious and material threat to property, and the alleged breaching party fails to respond to a written notice (which may be provided by email) from the party seeking relief within twenty-four (24) hours, then the party seeking relief may immediately institute such proceedings as it deems reasonable necessary to prevent further damage or injury and cure the breach to the extent necessary to prevent further damage or injury and such costs shall be reimbursed by the alleged breaching party.

11. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Declaration shall bind and inure to the benefit of the party hereto, its respective heirs, representatives, ground lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

12. Amendments and Modifications. This Declaration (including exhibits) may be modified or canceled only by the mutual agreement of (a) the Declarant as long as it or its affiliate has any interest in the Property, or its successors in interest, and (b) the Parcel C Owner, as long as it or its affiliate has any interest in Parcel C.

13. Duration. Unless otherwise canceled or terminated, all of provisions in this Declaration shall continue as follows: (a) as to the covenants and conditions in Section 3, such covenants and conditions shall terminate as of the later of (i) thirty (30) years after the date hereof or (ii) the date required under the Ordinance; and (b) as to the provisions of Sections 4 through 16 for ninety-nine (99) years from the date hereof.

14. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

15. Entire Agreement. This Declaration constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Declaration once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

16. Transfer of Interests; Notices.

(a) In the event that any person or entity (the “**Acquiring Party**”) shall acquire a fee or mortgage interest in Parcel A, Parcel B, or Parcel C, or any portion thereof, the Acquiring Party shall execute and file in the Circuit Court, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the “**Notice Statement**”). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in any tract subject to this Declaration, or any portion thereof, as reflected by the Notice Statements then of record in the Circuit Court (the “**Existing Interest Holders**”). Any notices delivered by the Declarant or the Parcel C Owner hereunder shall also be delivered to any Acquiring Party that has filed a Notice Statement. Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section 16(a), it shall not be entitled to receive any notice required or permitted to be given under this Agreement, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section 16(a) regarding the recordation of the Notice Statement are deemed satisfied with respect to the Declarant and the Parcel C Owner.

(b) All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by Federal Express, United Parcel Service, or similar overnight delivery service, addressed as follows:

Declarant: Woodleigh Chase, LLC
c/o Erickson Living Management, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attention: Sean Sands

With a copy to:

Erickson Living Management, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228
Attention: Susan L. Oliveri, Esquire, General Counsel

Parcel C Owner Arlington Partnership for Affordable Housing, Inc.
4318 N. Carlin Spring Road
Arlington, Virginia 22203
Attn: Nina Janopaul, President

With a copy to:

Gallagher Evelius & Jones LLP
218 N. Charles Street, Suite 400
Baltimore, Maryland 21201
Attn: Benjamin J. Rubin, Esq.

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in Parcel A or Parcel C, said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the Circuit Court. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the Circuit Court. Until such time as the notice of change is effective pursuant to the terms of this Section 16 and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party.

SIGNATURE AND ACKNOWLEDGEMENT ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first written above.

WOODLEIGH CHASE, LLC

By: _____
Name: _____
Title: _____

STATE OF MARYLAND
COUNTY OF _____, to-wit:

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this ____ day of _____, 20__, by _____, acting in his/her capacity as _____ of WOODLEIGH CHASE, LLC, a Maryland limited liability company, on behalf of the company.

My commission expires: _____

Notary Public

EXHIBIT A
to Declaration of Covenants, Conditions and Restrictions

Legal Description of Property

Beginning at a point on the southerly right of way line of Braddock Road (Rt. 620), said point being N12°25'54"W, 1.20 feet from the northeasterly corner of Parcel C, Section 22, Kings Park West as recorded in Deed Book 4873 at page 226; thence with the southerly right of way line of said Braddock Road the following nineteen courses:

S88°51'01"E, 238.78 feet

with a curve to the right with a radius of 88.00 feet and whose chord is S78°04'09"E, 32.93 feet, an arc distance of 33.13 feet

with a curve to the left with a radius of 112.00 feet and whose chord is S78°03'57"E, 41.90 feet, an arc distance of 42.15 feet

S88°51'01"E, 33.46 feet

S01°08'59"W, 7.00 feet

S88°51'01"E, 17.00 feet

N01°08'59"E, 7.00 feet

with a curve to the left with a radius of 62.00 feet and whose chord is N75°48'32"E, 32.81 feet, an arc distance of 33.20 feet

with a curve to the right with a radius of 38.00 feet and whose chord is N75°48'26"E, 20.11 feet, an arc distance of 20.35 feet

S88°51'01"E, 615.46 feet

with a curve to the right with a radius of 290.00 feet and whose chord is S83°06'40"E, 58.00 feet, an arc distance of 58.10 feet

with a curve to the left with a radius of 310.00 feet and whose chord is S83°06'40"E, 62.00 feet, an arc distance of 62.10 feet

S88°51'01"E, 215.03 feet

S34°08'20"E, 18.99 feet

N83°15'03"E, 96.41 feet

N38°36'48"E, 17.95 feet

S88°51'01"E, 117.79 feet

with a curve to the right with a radius of 1592.02 feet and whose chord is S83°09'08"E, 316.12 feet, an arc distance of 316.64 feet

S77°27'16"E, 119.14 feet

to a point marking the northernmost corner of Outparcel "A", Commonwealth of Virginia, Department of Motor Vehicles (DMV) as recorded in Deed Book 24338 at page 286; thence departing the southerly right of way line of aforementioned Braddock Road and with the westerly and southerly lines of said Outparcel "A" the following four courses:

S57°08'49"W, 35.12 feet

S11°44'49"W, 185.27 feet

S00°05'50"W, 170.43 feet

S89°55'24"E, 547.51 feet

to a point on the westerly line of Department of State Police as recorded in Deed Book 5647 at page 334; thence departing the southeasterly corner of aforementioned Outparcel "A" and with the westerly line of said Department of State Police S02°53'47"W, 701.29 feet to an angle point on the northwesterly line of Parcel B, A. Micheaux Raine Gilbert Property as recorded in Deed Book 5824 at page 1191; thence departing the southwesterly corner of aforementioned Department of State Police and with the northwesterly line of said Parcel B the following six courses:

S31°17'21"W, 75.37 feet

S18°47'59"W, 82.43 feet

S36°29'14"W, 48.03 feet

S56°23'37"W, 82.92 feet

S41°01'38"W, 49.60 feet

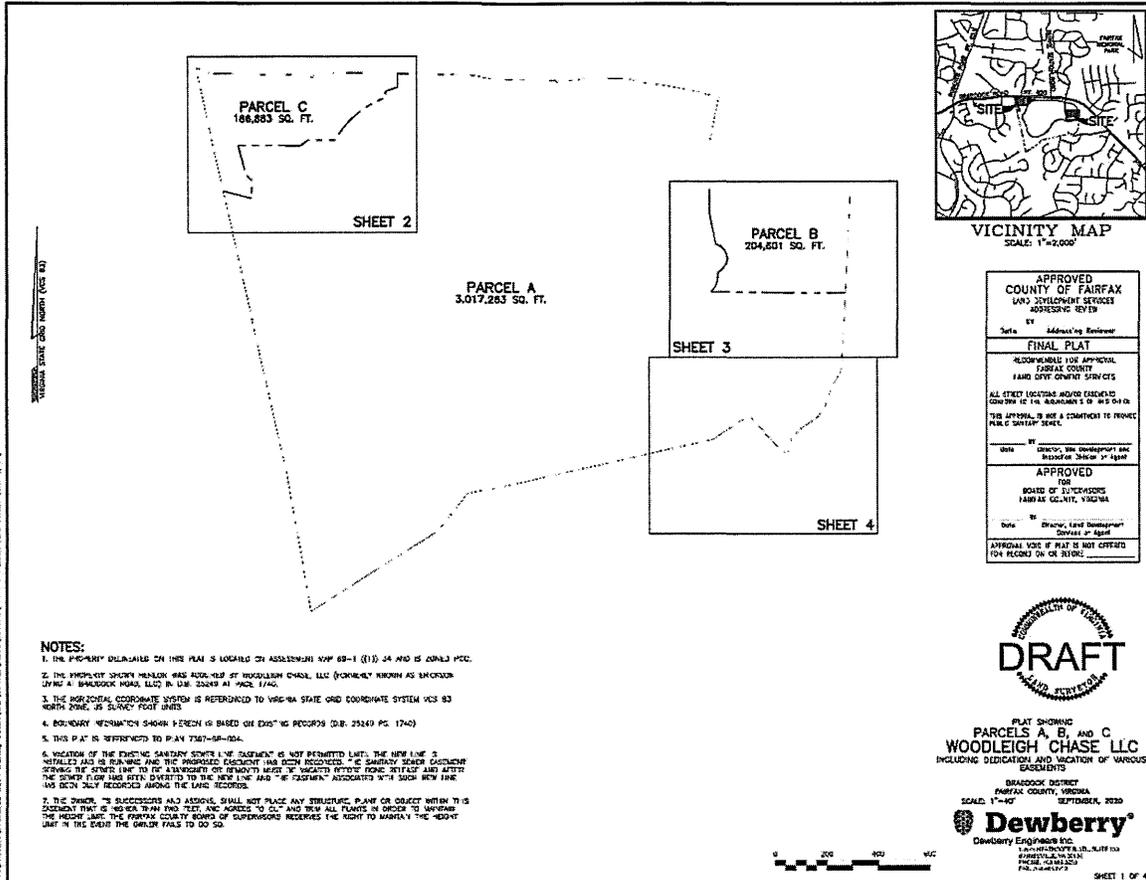
S02°35'28"W, 45.24 feet

to a point on the northerly line of Outlot "A", Penns Crossing as recorded in Deed Book 23828 at page 1982; thence departing the southwesterly corner of aforementioned Parcel B and with the northerly line of said Outlot "A" and continuing with the northerly line of Outlot C, The Judd Property as recorded in Deed Book 9916 at page 1593 S76°09'54"W, 30.03 feet to a point marking the easternmost corner of Lot 190, Briarwood, as recorded in Deed Book 5838 at page 725; thence departing the northwesterly corner of said Outlot C and with the northeasterly line of said Lot 190 and continuing with the northeasterly line of Parcel 'E', Briarwood as recorded in Deed Book 5838 at page 725 N41°41'09"W, 193.76 feet to an angle point marking the northernmost corner of said Parcel 'E'; thence with the northerly line of Parcel 'E' S56°11'54"W, 171.65 feet to an angle point; thence continuing with the northerly line of Parcel 'E' and also with the northerly right of way line of Aspen Hollow Way (Rt. 5994) and the northerly line of Parcel 'D', Briarwood as recorded in

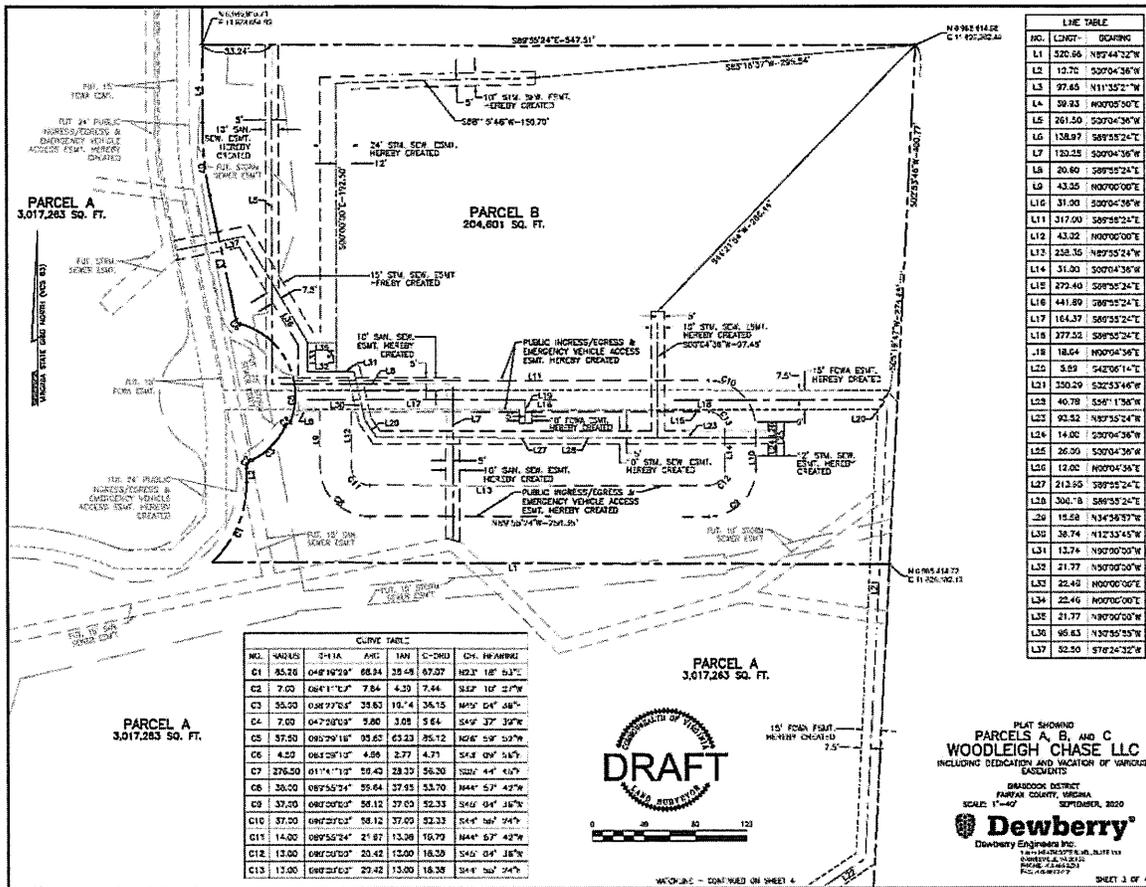
Deed Book 5838 at page 725 S77°29'40"W, 961.37 feet to an angle point; thence continuing with the northwesterly line of said Parcel 'D' and the northwesterly line of Lot 162, Briarwood as recorded in Deed Book 5838 at page 725 S37°05'41"W, 182.72 feet to an angle point marking the northernmost corner of Lot 161, Briarwood as recorded in Deed Book 5838 at page 725, said point also being the northeasterly corner of field identified Gore Area; thence departing the westernmost corner of said Lot 162 and the northernmost corner of said Lot 161 and with the northerly line of said Gore Area S57°34'51"W, 577.65 feet to a point on the easterly line of Lot 1865, Section 21, Kings Park West as recorded in Deed Book 4717 at page 321, said point being N09°55'09"W, 10.60 feet from the southeasterly corner of said Lot 1865; thence departing the northwest corner of said Gore Area and with the easterly lines of said Lot 1865 and continuing with the easterly line of Lot 1866, Section 21, Kings Park West as recorded in Deed Book 4717 at page 321 and aforementioned Parcel C N09°55'09"W, 543.26 feet to an angle point; thence continuing with the easterly line of said Parcel C and southerly right of way line of aforementioned Braddock Road N12°25'54"W, 1601.18 feet to the point of beginning, containing 3,435,403 square feet or 78.86601 acres of land.

EXHIBIT B
to Declaration of Covenants, Conditions and Restrictions

Plat³



³ NTD: May be updated as plat is updated



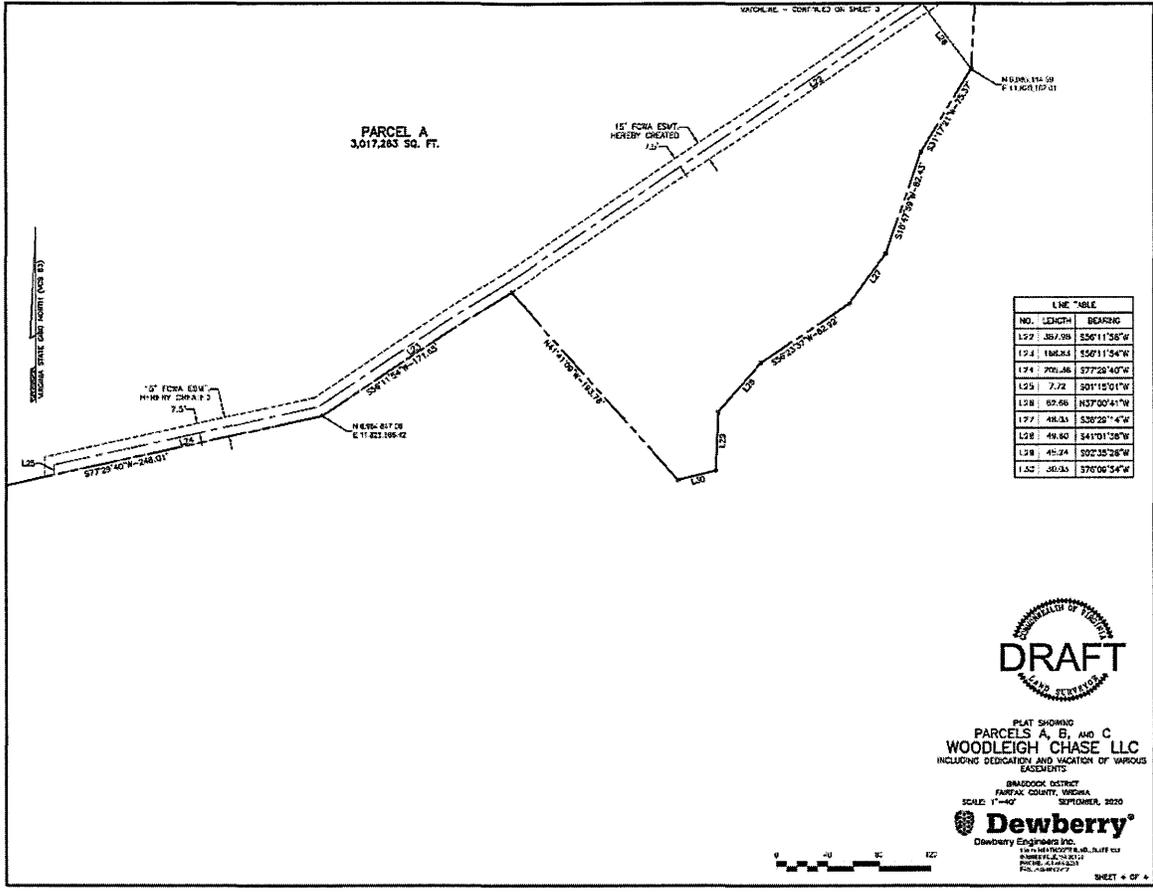


EXHIBIT B-1
to Declaration of Covenants, Conditions and Restrictions

Description of Parcel A

EXHIBIT B-2
to Declaration of Covenants, Conditions and Restrictions

Description of Parcel B

EXHIBIT B-2
to Declaration of Covenants, Conditions and Restrictions

Description of Parcel C

EXHIBIT B-2
to Declaration of Covenants, Conditions and Restrictions

Description of Parcel C

**DESCRIPTION OF
PROPOSED PARCEL C
PART OF THE PROPERTY OF
WOODLEIGH CHASE, LLC
(FORMERLY ERICKSON LIVING AT BRADDOCK ROAD, LLC D.B. 25249 PG. 1740)**

**BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point on the easterly line of Parcel C, Section 22, Kings Park West as recorded in Deed Book 4873 at page 211; said point being S12°25'54"E, 3.72 feet from the northeasterly corner of said Parcel C; thence departing the easterly line of Parcel C and through the property of Woodleigh Chase, LLC the following courses:

S88°57'54"E, 2.42 feet;

with a curve to the right with a radius of 12.00 feet and whose chord is S77°43'57"E, 4.67 feet, an arc distance of 4.71 feet;

S66°30'01"E, 25.35 feet;

with a curve to the left with a radius of 103.00 feet and whose chord is S77°38'59"E, 39.83 feet, an arc distance of 40.09 feet;

S88°47'58"E, 240.52 feet;

N46°35'12"E, 5.67 feet;

S85°38'31"E, 30.55 feet;

to a point on the southerly right of way line of Braddock Road (Rt. 620); thence with the southerly right of way line of Braddock Road S88°51'01"E, 17.00 feet; thence departing the existing southerly right of way line of Braddock Road and through the property of Woodleigh Chase, LLC the following courses:

S83°17'49"E, 15.45 feet

S88°39'34"E, 53.73 feet

S01°20'26"W, 6.00 feet;

S88°39'34"E, 19.00 feet;

N01°20'26"E, 6.00 feet;

S88°39'34"E, 49.46 feet;

with a curve to the left with a radius of 33.00 feet and whose chord is N70°42'45"E, 23.25 feet, an arc distance of 23.76 feet;

N50°05'04"E, 5.56 feet;

with a curve to the right with a radius of 7.00 feet and whose chord is N70°35'37"E, 4.91 feet, an arc distance of 5.01 feet;

S88°53'50"E, 243.57 feet;

S01°12'44"W, 52.28 feet;

S70°22'35"W, 47.06 feet;

S00°17'45"E, 24.32 feet;

with a curve to the left with a radius of 355.00 feet and whose chord is S50°03'24"W, 255.17 feet, an arc distance of 261.01 feet;

N89°42'42"W, 104.79 feet;

S52°50'11"W, 35.48 feet;

N89°45'07"W, 237.03 feet;

S14°31'46"E, 116.66 feet;

S44°46'11"E, 29.84 feet;

S00°52'37"E, 70.49 feet;

N74°50'20"W, 113.53 feet;

to a point on the easterly line of aforementioned Parcel C; thence with the easterly line of Parcel C N12°25'54"W, 482.25 feet to the point of beginning, containing 186,821 square feet or 4.28883 acres, more or less.

EXHIBIT C
to Declaration of Covenants, Conditions and Restrictions

Construction Timeline

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first written above.

WOODLEIGH CHASE, LLC

By: _____
Name: _____
Title: _____

STATE OF MARYLAND
COUNTY OF _____, to-wit:

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this ____ day of _____, 20__, by _____, acting in his/her capacity as _____ of WOODLEIGH CHASE, LLC, a Maryland limited liability company, on behalf of the company.

My commission expires: _____

Notary Public

EXHIBIT C

Proffers

[attached]

PROFFERS

ERICKSON LIVING AT BRADDOCK ROAD LLC RZ 2018-BR-026

May 30, 2019

Pursuant to Section 15.2-2303(A) of the Code of Virginia, 1950, as amended, and Section 18-204 of the Zoning Ordinance of Fairfax County 1978, as amended (hereinafter referred to as the "Zoning Ordinance"), Erickson Living at Braddock Road LLC, for and on behalf of itself and its successors and/or assigns (hereinafter collectively referred to as the "Applicant"), in RZ 2018-BR-026 filed on property identified as Fairfax County Tax Map 69-1 ((1)) 34 (hereinafter referred to as the "Application Property") hereby proffers the following, provided that the Board of Supervisors (the "Board") approves a rezoning of the Application Property from the R-1 District to the PCC District. In the event this rezoning is denied by the Board, these proffers and conditions will immediately be null and void.

1. CONCEPTUAL/FINAL DEVELOPMENT PLAN (CDP/FDP)

- A. Development Plan. Subject to the provisions of Section 16-402 of the Zoning Ordinance, the Application Property will be developed in substantial conformance with the Conceptual Development Plan/Final Development Plan (CDP/FDP), prepared by Dewberry Engineers, Inc. dated December 20, 2018, and revised through May 15, 2019.
- B. Proffered Development Plan. Notwithstanding that the CDP/FDP is presented on twenty-five (25) sheets, it is understood that the proffered portion of the CDP will be the entire plan relative to the points of access, the maximum floor area ratio (FAR), the total number and type of units, building heights, the amount of open space, setbacks from peripheral lot lines and the general location and arrangement of buildings and parking. The Applicant has the option to request a Final Development Plan Amendment ("FDPA") for elements other than the CDP elements from the Planning Commission for all or a portion of the FDP in accordance with the provisions set forth in Section 16-402 of the Fairfax County Zoning Ordinance (the "Zoning Ordinance").
- C. Minor Modifications. Pursuant to Section 16-402 of the Zoning Ordinance, minor modifications to the FDP may be permitted as determined by the Zoning Administrator. The Applicant will have the flexibility to modify the layout shown on the FDP, which will include the flexibility to modify building footprints based on final engineering and design, decrease the maximum FAR, or decrease the total number of units shown on the FDP, without requiring approval of an FDPA provided such changes are in substantial conformance with the FDP as determined by the Zoning Administrator and do not increase the total number of units, decrease the amount of open space, decrease the setback from peripheral lot lines, change the number and/or location of access points, or reduce landscaping as shown on the CDP/FDP. Modifications to clearing limits shown on the

CDP/FDP may be permitted at site plan in response to final design without requiring approval of a Proffered Condition Amendment (“PCA”), CDPA or FDPA provided such modifications are determined to be in substantial conformance with the CDP/FDP and these proffers.

- D. Minor Variations. Minor variations to these proffered conditions and the CDP/FDP may be approved without a public hearing in accordance with the provisions of Section 18-204 of the Zoning Ordinance without the need for a PCA, CDPA or FDPA.
- E. Severability and Future Applications. Pursuant to Paragraph 6 of Section 18-204 of the Zoning Ordinance, portions of the Application Property may be the subject of a separate PCA, FDPA, Special Exception (“SE”), Special Permit (“SP”), variance and/or other similar land use application, without the joinder and/or consent of the owner(s) of the other portions of the Application Property, provided that such application will not change, cause or require a change to the general layout, physical improvements and/or access for other portions of the Application Property. Previously approved proffered conditions or development conditions applicable to the portion(s) of the Application Property, which are not the subject of such an application, will otherwise remain in full force and effect as to any such portion(s) of the Application Property not included.
- F. Development Phasing. Development of the Application Property will occur in phases subject to these Proffers and compliance with all applicable codes, ordinances and other regulations, and provided that required parking, infrastructure, on-site recreational amenities, stormwater management and best management practice facilities are constructed concurrently to support each phase of the development.

2. PROPOSED DEVELOPMENT

- A. Uses. The Application Property will be developed with the following permitted principal and secondary uses as identified on the CDP/FDP up to a maximum 0.60 FAR:
 - (i) Continuing Care Facility. A Continuing Care Facility (CCF) consisting of up to 1,050 independent living apartment units (“Independent Living Units”) and up to 175 assisted living, skilled nursing and/or memory care units (collectively, “Assisted Living Units”). The Applicant reserves the right to modify the mix of Independent Living and Assisted Living Units, provided that the maximum number of CCF units constructed on the Application Property does not exceed 1,225. The CCF may also include permitted secondary uses as set forth in Section 6-603 of the Fairfax County Zoning Ordinance provided the maximum FAR is not exceeded. All secondary uses included in the CCF will be private for exclusive use by the residents of the CCF, their guests and invitees. Permitted secondary uses in the CCF may include, but are not limited to, the following:

- a. Accessory uses, accessory service uses, and home occupations as permitted by Article 10 of the Zoning Ordinance;
 - b. Automated teller machines;
 - c. Business service and supply establishments;
 - d. Restaurants, Carryout Restaurants and Quick Service Food Stores;
 - e. Offices;
 - f. Theaters;
 - g. Retail sales establishments;
 - h. Health clubs;
 - i. Kennels (if located within a completely enclosed building);
 - j. Community uses;
 - k. Financial Institutions (exclusive of drive-through facilities);
 - l. Garment cleaning establishments; and
 - m. Churches, chapels, temples, synagogues and other places of worship.
- (ii) Age Restricted Affordable Housing. An age-restricted affordable multifamily building(s) consisting of up to 76,800 square feet of gross floor area (GFA) (approximately, but not limited to, eighty (80) units) (the "Affordable Housing"). The Affordable Housing will be constructed by others in accordance with Proffer 14.
- (iii) Community Recreation Facility. A publicly accessible Community Recreation Facility consisting of an indoor facility up to 35,000 square feet of GFA and an associated outdoor community park area. The Community Recreation Facility and community park area will be constructed by others in accordance with Proffer 9.B.
- B. Temporary Marketing Facility. A temporary marketing facility, consisting of up to 5,500 square feet of GFA and associated surface parking, will be located on the Application Property prior to and during the construction of the first phase of the CCF development subject to the issuance of a Temporary Special Permit (TSP). Access will be provided from the private entry drive shown in the CDP/FDP. The temporary marketing facility will be characterized by muted colors and landscaping around the perimeter, as depicted in the illustrative image provided on Sheet 20 of the CDP/FDP. The temporary marketing facility and surface

parking will be removed no later than six (6) months following the issuance of the first Residential Use Permit (RUP) for the first building constructed as part of the CCF development or upon expiration of the TSP, whichever occurs first. The access to the Temporary Marketing Facility from the private entry drive will be closed within ninety (90) days of the issuance of the first RUP for the first building constructed as part of the CCF development or upon expiration of the TSP, whichever occurs first. Upon removal, the Applicant will grade and landscape the area and establish a passive park as shown on the CDP/FDP. The passive park may include, but will not be limited to, landscaping and planting beds, benches and walkways. The Applicant will provide signage along the Private Entry Drive indicating that the passive park is open to the public. The final layout and design elements of the passive park will be determined within the Applicant's discretion at the time of site plan and provided to the Department of Planning and Zoning (DPZ) for review upon removal of the Temporary Marketing Facility. The passive park will be owned and maintained by the Applicant subject to a public access easement. The easement will reserve to the Applicant the right to establish reasonable rules and regulations for the passive park including, but not limited to, hours when open to the public and the ability to reasonably restrict access to all users for violations of those rules and regulations, for special events, for security, for maintenance and repairs and/or for safety purposes.

- C. Intensity/Density Credit. All intensity/density attributable to land area dedicated from the Application Property as designated on the CDP/FDP and conveyed at no cost to the Board or the Fairfax County Park Authority (FCPA), or as many be reasonably required at the time of site plan, will be subject to the provisions of Paragraph 4 of Section 2-308 of the Zoning Ordinance and is hereby reserved to the Application Property.
- D. Fire Marshal Evaluation. Changes to the CDP/FDP may be permitted in response to the review of site plans by the Fire Marshal, including, but not limited to, adjustments to landscaping, sidewalks/trails and/or amenities as necessary to allow for required emergency vehicle access, without requiring approval of a PCA or an amendment to the CDP/FDP, provided that such changes are approved by the Zoning Administrator in consultation with other applicable agencies as determined by the Zoning Administrator, which may include the Fairfax County Department of Transportation (FCDOT), the Urban Forestry Management Division (UFMD), the Fairfax County Park Authority (FCPA) and are in substantial conformance with the CDP/FDP and these proffers.
- E. VDOT Evaluation. Changes to the CDP/FDP may be permitted in response to the review of site plans by the Virginia Department of Transportation (VDOT), including adjustments to streetscape, sidewalks/trails, bus shelter locations and/or other amenities as necessary without requiring approval of a PCA, CDPA or FDPA, provided that such changes are approved by the Zoning Administrator in consultation with other applicable agencies as determined by the Zoning

Administrator, which may include FCDOT, UFMD, FCPA, and are in substantial conformance with the CDP/FDP and these proffers.

3. TRANSPORTATION IMPROVEMENTS

- A. Construction. For purposes of the transportation improvements described in this Proffer, the term “construct” will mean the improvement is available for use by the public regardless of whether or not VDOT has accepted the improvement for maintenance.
- B. Dedication of Braddock Road Frontage. Subject to VDOT approval, the Applicant will dedicate at no cost and convey in fee simple with no encumbrances to the Board right-of-way with a variable width along the Application Property’s Braddock Road frontage, ranging from a minimum of 47.5 feet from the centerline up to a minimum of 59.5 feet from the centerline where right turn lanes into the Application Property are existing or proposed, as shown on the CDP/FDP. The right-of-way dedication shown on the CDP/FDP may be adjusted at the time of site plan provided that the minimum dimensions above are provided. Dedication will be made at the time of the first site plan approval for the first phase of the CCF or upon written demand of either Fairfax County or VDOT, whichever should first occur.
- C. Dedication of Interior Public Street. Subject to VDOT approval, the Applicant will construct and dedicate at no cost and convey in fee simple with no encumbrances to the Board a public street as shown on the CDP/FDP that provides access to Fairfax County Tax Map 69-1 ((1)) 34B, the Community Recreation Facility, and the CCF. Dedication will be made prior to the first site plan approval for the first phase of the CCF, exclusive of the temporary marketing facility, or upon written demand of either Fairfax County or VDOT, whichever should first occur. In the event that VDOT does not accept a dedication of the Interior Public Street, it will remain in private ownership and the Applicant will grant a public ingress/egress and emergency vehicle access easement over the street. If the Interior Public Street is privately owned, the Applicant reserves the right to enter into a cost sharing agreement for maintenance with the owners of Tax Map 69-1 ((1)) 34B and the Community Recreation Facility.
- D. Construction of Interior Public Street. Subject to VDOT approval, prior to the issuance of the first RUP for the CCF, exclusive of the temporary marketing facility, the Applicant will construct and open to traffic the interior public street shown on the CDP/FDP.
- E. Braddock Road Trail. Subject to VDOT approval, the Applicant will install a ten (10) foot wide asphalt trail along the Application Property’s Braddock Road frontage within the dedicated right-of-way as shown on the CDP/FDP. Said trail will be constructed prior to the issuance of the first RUP for the first permanent building constructed as part of the CCF development on the Application Property.

- F. Turn Lane. Subject to VDOT approval, the Applicant will construct an eastbound right-turn lane on Braddock Road consisting of approximately one hundred (100) feet of vehicle storage and an approximately one hundred (100) foot taper as identified on the CDP/FDP prior to the issuance of the first RUP for the first permanent CCF building constructed as part of the CCF development on the Application Property.
- G. Bus Shelters. Subject to VDOT and FCDOT approval the Applicant will install two (2) bus shelters with concrete pads within the right-of-way along the Application Property's Braddock Road frontage as shown on the CDP/FDP prior to the issuance of the RUP for the first permanent CCF building constructed as part of the CCF development on the Application Property. Notwithstanding the bus shelter locations shown on the CDP/FDP the final design and location of the bus shelters will be determined at time of site plan approval in coordination with VDOT and FCDOT. The final locations of the bus shelters may necessitate adjustments to landscaping or right-of-way dedication as shown on the CDP/FDP, which will be accommodated without the necessity of a PCA, CDPA or FDPA, provided that such adjustments are in substantial conformance with the CDP/FDP.
- H. Private Streets. The ring road and all internal private streets on the Application Property intended to serve the CCF will be constructed of materials and depth of pavement consistent with public street standards and in accordance with the Fairfax County Public Facilities Manual (PFM). An emergency vehicle access easement in a form acceptable to the County Attorney will be granted over the ring road and each private street prior to the issuance of the first RUP for the respective permanent CCF building located adjacent to such private street section.
- I. Internal Pedestrian Circulation. Internal pedestrian circulation will be provided in the form of private trails and walkways throughout the Application Property as identified on the CDP/FDP. Except as otherwise indicated on the CDP/FDP, all permanent trails and walkways will meet the accessibility standards as required by the Americans with Disabilities Act. The Applicant reserves the right to modify the layout and alignment of the internal trails and walkways based on final design, provided that pedestrian connectivity is maintained throughout the Application Property and the limits of clearing and grading are not increased. Installation of the internal private trails and walkways will be phased with the phased construction of the CCF, provided that the trails and walkways for each phase are in place prior to the issuance of the first RUP for that phase.
- J. Entry Drive and Vehicular Turnaround. At the time of approval of the first site plan that includes a permanent CCF building, the Applicant will grant a public ingress/egress and emergency vehicle access easement over the private entry drive and Vehicular Turnaround as shown on the CDP/FDP. The private entry drive and Vehicular Turnaround will be constructed in accordance with VDOT standards for public streets. The Applicant will perform all maintenance of the private entry drive and Vehicular Turnaround, including snow removal, from Braddock Road to the proposed public roadway identified on the CDP/FDP. The

ement will prohibit the Applicant from closing or blocking access to the private entry drive and Vehicular Turnaround, except as may be reasonably necessary for maintenance. At such times as the private entry drive is closed for maintenance, two-way traffic will be maintained to provide access to the signal.

- K. Signalized Intersection Improvements. Prior to the issuance of the first RUP for the first permanent building constructed as part of the CCF, exclusive of the temporary marketing facility, the Applicant will construct the northbound approach of the intersection of Braddock Road and Burke Station Road to include separate left turn, through and right turn lanes as shown on Sheet 4 of the CDP/FDP. The Applicant will also perform any necessary signal modifications to the traffic signal at the intersection of Braddock Road and Burke Station Road that may be necessary, subject to VDOT approval.
- L. Pedestrian Crosswalks. Prior to the issuance of the first RUP for the first permanent building constructed as part of the CCF, if approved by VDOT, the Applicant will install striped crosswalks for pedestrians across the Braddock Road access points shown on the CDP/FDP. If the striped crosswalks are not approved by VDOT, this Proffer will be null and void and of no further effect.

4. PARKING

- A. CCF Resident and Employee Parking. On-site parking for the CCF will be provided in parking garages located beneath the CCF buildings and surface parking areas. Each Independent Living Unit will be assigned one (1) reserved garage parking space. Surface parking spaces located throughout the CCF as shown on the CDP/FDP will be available to residents, guests and CCF employees within the discretion of the Applicant.
- B. Affordable Housing Parking. On-site parking for the Affordable Housing will be provided in a surface parking area as shown on the CDP/FDP. A maximum of eighty one (81) parking spaces will be provided for the Affordable Housing. The Applicant or the Affordable Housing developer may reduce the number of Affordable Housing parking spaces at the time of site plan without the need for a PCA, CDPA, FDPA or parking reduction, provided that the number of spaces provided is equivalent to the requirements for Independent Living dwelling units in accordance with Article XI of the Zoning Ordinance. The Applicant or the Affordable Housing developer may further reduce the number of parking spaces for the Affordable Housing through a parking reduction in accordance with Proffer 4.D.
- C. Parking Assessment. With the site plan submitted for each phase of development of the CCF, the Applicant will determine the number of surface parking spaces needed for that phase. Prior to the site plan submission for each phase of the CCF subsequent to the first phase, the Applicant will evaluate existing parking demand generated by the CCF. If, based on current parking demand, the Applicant determines that fewer surface parking spaces are needed for any given phase, the

Applicant will reduce the number of surface parking spaces identified on the CDP/FDP, as long as the minimum Zoning Ordinance parking requirement is met or a parking reduction is approved in accordance with Proffer 4.D. This determination will be made at the sole discretion of the Applicant in consultation with LDS. Said assessments by the Applicant will cease for any phases of the CCF after the first phase if LDS determines that such assessments are no longer needed. The Applicant reserves the right to provide additional surface parking in the first phase of development of the CCF in anticipation of higher parking demands upon commencement of operations. Any additional surface parking provided with the first phase will not exceed the maximum number of surface parking spaces for the CCF identified on the CDP/FDP.

- D. Parking Reduction. Nothing herein will preclude the Applicant, FCPA or the future owner of the Affordable Housing from requesting a parking reduction in the future if it is determined by the Applicant, FCPA or the future owner of the Affordable Housing, respectively, that the parking represented on the CDP/FDP is not required. Said reduction will be processed through the submission of a parking demand analysis to be reviewed and approved by Land Development Services (LDS). Any parking reduction approved by LDS will not necessitate the approval of a PCA, CDPA or FDPA.
- E. Shuttle Spaces. With the site plan submitted for each phase of development of the CCF, the Applicant will identify parking spaces to be reserved for private shuttle parking.
- F. Loading Spaces. With the site plan submitted for each phase of development of the CCF, loading spaces will be provided as identified on the CDP/FDP. Notwithstanding the loading spaces identified on the CDP/FDP, the Applicant reserves the right to modify the number and location of loading spaces at the time of site plan based on final design, provided that the loading spaces are distributed throughout the CCF.

5. FIRE AND RESCUE

- A. Traffic Signal Pre-emption Equipment Contribution. Prior to the first site plan approval for the first phase of CCF development that includes permanent construction, exclusive of the temporary marketing facility, the Applicant will contribute the sum of fifty thousand dollars (\$50,000.00) to the Capital Project entitled Traffic Light Signals in Fund 300-C30070, Public Safety Construction, for the installation of signal pre-emption equipment at the intersection of Braddock Road and Burke Station Road and at four (4) other intersections within the Braddock Magisterial District as determined by the Fairfax County Fire and Rescue Department (FRD). The Applicant will not be responsible for the installation, ongoing maintenance, or repair of the signal pre-emption equipment.
- B. Monetary Contribution. Prior to the issuance of a RUP for each unit in the CCF development, the Applicant will provide a monetary contribution to the FRD

Ambulance Replacement Reserve Fund in the amount of one hundred eighty three dollars and sixty seven cents (\$183.67) per unit, to be used at the sole discretion of FRD. Based on 1,225 proposed CCF units, the maximum amount of this contribution is limited to \$225,000.00, however, the actual contribution will be based on the number of CCF units actually constructed. The Applicant reserves the right to make payments toward this monetary contribution earlier than required by this proffer.

6. LANDSCAPING

- A. Landscape Planting Plan. As part of the first and all subsequent site plan submissions, the Applicant will include a landscape planting plan and specifications for review and approval by UFMD. The landscape planting plan will be in conformance with the types and quantity of planting and landscape materials shown on Sheets 5 through 8 of the CDP/FDP, however, the Applicant reserves the right to include additional landscaping not shown on the CDP/FDP at the time of site plan. The landscape planting plan and specifications will incorporate sustainable landscape planting techniques designed to reduce maintenance requirements, contribute to improved air quality, stormwater management, and resources conservation capabilities that may be provided by trees and other vegetation. Such techniques may include, but are not limited to, the following:
- (i) The reduction of turf areas to minimize mowing operations and resulting air pollution. Mulched planting beds that incorporate groups of trees and other vegetation will be utilized where feasible to provide a root zone environment favorable to trees and other vegetation.
 - (ii) The provision of a diverse selection of non-invasive and, to the extent feasible, native plants to encourage native pollinators and reduce the need for supplemental watering and the use of chemical fertilizers, herbicides and chemical control of harmful insects and disease.
 - (iii) Where feasible, the grouping of overstory trees, understory trees, shrubs and groundcovers.
- B. Foundation Plantings. The landscape planting plan submitted with each site plan submission will include foundation plantings around the perimeter of the CCF buildings that are generally consistent with the typical provided on Sheet 5A of the CDP/FDP. Final design of the foundation plantings will be determined by the Applicant at the time of site plan.
- C. Landscape Planting Pre-Installation Meeting. Prior to installation of any plants to meet the requirements of the approved landscape planting plan, the Applicant or its designated representative will coordinate a pre-installation meeting on the Application Property with the landscape contractor, UFMD staff and any additional appropriate parties. Any proposed changes to planting locations,

tree/shrub planting sizes, and species substitutions shown on the approved plan will be reviewed and approved by UFMD prior to planting. The installation of plants not approved by UFMD may require a revision to the landscape planting plan or removal and replacement with approved trees/shrubs prior to bond release.

- D. Soils. Soil in planting areas that contain construction debris and rubble, is compacted or unsuitable for the establishment and long-term survival of landscape plants, will be the subject of remedial action to restore planting areas. The Applicant will provide notes and details specifying how such soil will be restored for the establishment and long-term survival of landscape plants for review and approval by UFMD.
- E. Mulch Beds. Prior to the issuance of the first RUP for each phase of the CCF development, the Applicant will contact UFMD to request an inspection of mulch beds provided with each phase to confirm that mulch beds have been installed in accordance with the landscape planting plan.

7. TREE PRESERVATION

- A. Scope. The provisions set forth in this Proffer 7 related to the Applicant's tree preservation and invasive plant species management requirements and obligations extend only to that portion of the Application Property to be developed by the Applicant and the Vegetated Open Space area identified on Sheet 24 of the CDP/FDP. The Applicant will not be responsible for the assessment, conservation or removal of trees or invasive species in the Public Recreation Area identified on Sheet 23 of the CDP/FDP or in the area to be developed with the Affordable Housing.
- B. Tree Inventory and Condition Analysis. The Applicant will submit a Tree Inventory and Condition Analysis as part of the first and all subsequent site plan submissions for those portions of the Application Property within twenty five (25) feet of the limits of clearing and grading identified on the CDP/FDP. The Tree Inventory and Condition Analysis will be prepared by a Certified Arborist or Registered Consulting Arborist (the "Project Arborist"), and will include elements of PFM 12-0507 deemed appropriate to the project site as determined by UFMD.
- C. Tree Preservation Plan. The Applicant will submit a Tree Preservation Plan and Narrative for those portions of the Property identified on the CDP/FDP as areas of tree preservation as part of the first and all subsequent plan submissions. The Tree Preservation Plan and Narrative will be prepared by the Project Arborist, and will include elements of PFM 12-0509 deemed appropriate to the project site as determined by UFMD.
- D. Project Arborist/Pre-Construction Meeting. The Project Arborist will attend a pre-construction meeting to review the limits of clearing and grading with a UFMD representative to determine where adjustments to the clearing limits can be made to increase the area of the tree preservation and/or to increase the

survivability of trees at the limits of clearing and grading. Prior to the pre-construction meeting the Applicant will have the approved limits of clearing and grading flagged with a continuous line of flagging. Adjustments to the limits of clearing and grading will be recorded by the Project Arborist and tree protection fencing will be implemented under the Project Arborist's supervision based on these adjustments.

- E. Tree Protection Fencing. The Applicant will provide appropriate tree protection devices, based on site conditions and proposed construction activities as reviewed and approved by UFMD. Tree protection fence will consist of four-foot high welded wire attached to six-foot steel posts driven 18 inches into the ground and space no further than 10 feet apart, or super silt fence.
- F. Tree Preservation Measures. Tree preservation measures will be clearly identified, labeled, and detailed on the Erosion and Sediment Control Plan sheets and Tree Preservation Plan. Tree preservation measures may include, but are not limited to the following: root pruning, crown pruning, mulching, and watering. Specifications will be provided on the plan detailing how preservation measures will be implemented. To the extent feasible, the location of utilities will be selected in a manner to minimize impacts on trees in tree preservation areas identified on the CDP/FDP. Tree preservation activities will be completed during implementation of Phase 1 of the Erosion and Sediment Control Plan.
- G. Additional Tree Preservation Areas. At the time of site plan, the Applicant will explore additional measures to enhance the survivability of trees in those areas identified on Sheet 5 of the CDP/FDP as "Possible Ex. Trees to Remain" in consultation with UFMD. Such measures may include, but are not limited to, adjustments to the limits of clearing and grading and/or the installation of retaining walls in these areas to improve the survivability of the trees.
- H. Demolition. The demolition of all existing structures and site features within or adjacent to tree preservation areas will be accomplished in the least disruptive manner practical as reviewed and approved by UFMD. All tree preservation fencing will be in place and verified by a UFMD or other County representative prior to commencement of demolition activities.
- I. Utilities. Notwithstanding the limits of clearing and grading identified on the CDP/FDP, if it is determined at the time of site plan that additional clearing and/or grading is required to accommodate the installation, replacement or improvement of sanitary sewer lines and other necessary utilities, such additional clearing and/or grading will be limited to the extent feasible in coordination with UFMD at the time of site plan. If it is determined in consultation with UFMD that additional planting is required to offset the additional clearing and/or grading, such planting will be provided at the time of site plan without the need for a PCA, CDPA or FDPA.

- J. Site Monitoring. The Applicant's Project Arborist will be present on site during implementation of the Phase 1 Erosion and Sediment Control Plan and monitor any construction activities conducted within or adjacent to areas of trees to be preserved. Construction activities include, but may not be limited to clearing, root pruning, tree protection fence installation, vegetation/tree removal, and demolition activities. During implementation of Phase 2 Erosion and Sediment Control Plan, the Project Arborist will visit the site on a regular basis to continue monitoring tree preservation measures and ensure that all activities are conducted as identified in the Tree Preservation Plan and approved by UFMD. Written reports will be submitted to UFMD and the Site Development and Inspections Division (SDID) site inspector detailing site visits. A monitoring schedule and Project Arborist reports will be described and detailed in the Tree Preservation Plan.
- K. Invasive Plant Species Management. With the site plan for each phase of the CCF development, the Applicant will determine if invasive species are present. If necessary, areas containing plant species that are known to be invasive in quantities that threaten the long-term health and survival of the existing vegetation to be preserved will be the subject of an invasive plant species management plan in order for the area to be awarded full 10-year canopy credit. At the time of site plan submission the Applicant will provide a management plan for review and approval by UFMD specifying the common and scientific name of invasive species proposed for management, the target area for management efforts, methods of control and disposal of invasive plants, timing of treatments and monitoring, duration of the management program, and potential reforestation as needed.

8. ARCHITECTURAL DESIGN

- A. CCF Buildings. The architectural design of the CCF buildings will be in general conformance with the conceptual elevations as shown on Sheets 21 and 22 of the CDP/FDP. The design may be modified as a result of final design and engineering so long as the character and quality of the architecture and building materials of the CCF buildings remain in general conformance with that shown on the CDP/FDP. The Applicant reserves the right to make adjustments to building features at the time of final design including, but not limited to, the number, type and location of windows, balconies, building entrances, and other building elements. Building materials for the CCF buildings may include, but will not be limited to, the following:
- (i) Brick;
 - (ii) Stone and/or masonry;
 - (iii) Asphalt shingle roofs;
 - (iv) Cementitious lap siding and/or trim; and

(v) Stucco.

- B. Retaining Walls. Retaining walls will be generally consistent in appearance and materials with the illustrative images provided on Sheet 19 of the CDP/FDP. The final design and building materials for the retaining walls will be determined at the time of site plan. The Applicant will have the flexibility to adjust the locations and lengths of retaining walls as may be required pursuant to final design, however, the general location and approximate height of the retaining walls will remain as shown on the CDP/FDP.

9. RECREATION FACILITIES AND PARKS

- A. Private Recreation Facilities. The Applicant will provide indoor and outdoor private recreation facilities for the residents of the CCF. Indoor private recreation facilities within the CCF may include, but will not be limited to, fitness centers and indoor sport courts, an indoor aquatics center, activity rooms and other community gathering spaces, and such other indoor recreation amenities as determined by the Applicant at final design. A variety of outdoor private recreation facilities will be provided in a minimum of six (6) locations located throughout the CCF including, but not limited to, accessible trails and/or walking paths, garden areas, dog exercise areas, outdoor dining areas with seating, shade structures, outdoor exercise and gaming areas and such other outdoor recreation amenities as may be determined by the Applicant. The foregoing list of indoor and outdoor private recreation amenities within the CCF is non-exhaustive, and the Applicant reserves the right to modify, reconfigure, and/or provide additional indoor and outdoor private recreation facilities in the future without the need for a PCA, CDPA or FDPA.
- B. Phasing and Location of Private Recreation Facilities. Construction of the private recreation facilities set forth in Proffer 9.A. will be phased with the development of the CCF such that residents of each phase will have access to both indoor and outdoor private recreation facilities. Access to the indoor and outdoor recreation amenities will be provided through a network of exterior walkways and interior corridors as indicated on the CDP/FDP. The CCF will be organized as an integrated community consisting two or more "Neighborhoods" comprised of smaller groups of individual buildings. While all residents of the CCF will have equal access to all of the indoor and outdoor private recreational amenities provided on-site, the amenities will be dispersed throughout the CCF such that residents of each building and each Neighborhood will have convenient access to the amenities. Larger amenities intended to serve the entire community, such as the indoor aquatics center, will be centrally located on site to the extent feasible to provide convenient access to all residents. Smaller amenities intended to accommodate residents of each Neighborhood and individual buildings will be dispersed throughout the CCF. The following is a breakdown of the three amenity tiers and the types of possible indoor and outdoor amenities that may be provided in each tier:

(i) Tier 1 – Community Amenities.

- a. Pool and Spa
- b. Main fitness center
- c. Wood/hobby shop
- d. Movie theater
- e. Auditorium
- f. Resident concierge suite
- g. Putting green
- h. Bocce courts
- i. Dog park
- j. Resident gardens
- k. Outdoor dining/kitchen area
- l. Fire pit

(ii) Tier 2 – Neighborhood Amenities.

- a. Smaller specialty restaurants
- b. Commons/gathering area(s)
- c. Library
- d. Card rooms
- e. Creative arts rooms
- f. Gardening rooms
- g. Yoga Rooms
- h. Smaller fitness rooms
- i. Game dens
- j. Outdoor seating areas
- k. Shade structures

- (iii) Tier 3 – Building Amenities.
 - a. Small common gathering spaces
 - b. Library nooks
 - c. Small reading rooms
 - d. Outdoor seating areas

C. Community Recreation Facility. Prior to the issuance of the first RUP for the first new building constructed as part of the CCF development, exclusive of the temporary marketing facility, or as mutually agreed by the Applicant and the FCPA, the Applicant will dedicate to the FCPA in fee simple and without encumbrances approximately 4.7 acres of the Application Property identified on Sheet 24 of the CDP/FDP.

- (i) The dedicated area will be developed by others with the following:
 - a. A publicly accessible community recreation facility with up to 35,000 square feet of gross floor area as shown on the CDP/FDP. This building will accommodate inclusive all-abilities recreational amenities.
 - b. An outdoor community park area in the area identified on the CDP/FDP.
 - c. A surface parking lot consisting of up to 100 parking spaces. Said parking lot may be used by the CCF as mutually agreed with FCPA, but will not be used by the CCF to meet minimum parking requirements.
- (ii) Prior to dedication, the Applicant will demolish the existing structure in this location, perform any necessary clearing and grading to prepare the site for construction, install any necessary utility connections, install stormwater management facilities, and construct the surface parking lot with associated travelways as shown on the CDP/FDP. This work will be performed in accordance with a separately bonded site plan submitted and processed by and at the expense of the Applicant.
- (iii) Upon dedication and release of the site plan addressed in Proffer 9.C(ii), the Applicant will have no further responsibility for the dedicated area or the Community Recreation Facility. The Applicant will not be responsible for the design, construction or implementation of programming of the Community Recreation Facility and any associated indoor or outdoor recreation amenities. Any landscaping provided in conjunction with the Community Recreation Facility will be installed and maintained by others.

However, the Applicant reserves the right to review and comment on the design of the Community Recreation Facility within its reasonable discretion to ensure it is compatible with the CCF.

- (iv) Prior to dedication, the Applicant will clear this dedication area of waste and debris in accordance with Section 2-1002.4(B) of the Public Facilities Manual (PFM) and schedule an inspection with the FCPA Land Acquisition Manager, the Area 4 Operations Manager and the Natural Resource Protection Manager to confirm the land is acceptable for dedication.

- D. Trail. The Applicant will construct an eight (8) foot wide asphalt trail along the western portion of the Application Property as shown on the CDP/FDP. The required plans for the trail and any associated improvements will be approved and bonded prior to the issuance of a RUP for the sixth (6th) CCF building, exclusive of the temporary marketing facility. Notwithstanding the location shown on the CDP/FDP, this trail will be field located in consultation with the FCPA Trails Coordinator and UFMD at the time of site plan to minimize impacts on existing trees. Portions of the trail located outside of the dedicated area will be subject to an easement to permit access by FCPA for trail maintenance purposes.

- E. Peripheral Tree Buffer. Upon completion of the trail set forth in Proffer 9.D, but no later than prior to the issuance of a RUP for the tenth (10th) permanent CCF building exclusive of the temporary marketing facility, or at such time as mutually agreed by the Applicant and the FCPA, the Applicant will dedicate to FCPA in fee simple and without encumbrances approximately 22.6 acres of the Application Property as identified on Sheet 24 of the CDP/FDP to serve as a buffer between the Application Property and the adjacent residential communities. The existing trees located within this dedication area will remain as indicated on Sheet 5 of the CDP/FDP.

- F. Value of FCPA Dedication and Site Improvements. Prior to the issuance of the first RUP for the first new building constructed as part of the CCF development, exclusive of the temporary marketing facility, the Applicant will demonstrate that the combined value of the site improvements performed by the Applicant in accordance with Proffer 9.C(ii) and the value of the land dedicated to FCPA in accordance with Proffers 9.C and 9.E is equal to or greater than the sum of eight hundred ninety three dollars (\$893.00) per new resident in the CCF, based on the number of Independent Living units actually constructed in the CCF. Based on the formula utilized by FCPA and an anticipated 1,050 Independent Living CCF units, the combined value of the site improvements and land dedication will be a minimum of one million four hundred six thousand four hundred and seventy five dollars (\$1,406,475.00).

10. ARCHAEOLOGY

The Applicant will conduct a Phase I archaeological study on previously undisturbed areas of the Application Property located within the limits of clearing and grading, inclusive of the proposed trail along the western portion of the Application Property. The Applicant will provide the results of said study to the Archaeology and Collections Branch (ACB) of the Fairfax County Park Authority for review and approval prior to approval of the first site plan. The study will be conducted by a qualified archaeological professional approved by ACB. If the Phase I study concludes that a Phase II archaeological study is warranted, the Applicant will complete said study and provide the results to ACB prior to any land disturbing activities on the previously undisturbed areas of the Application Property. If the Phase II study concludes that an additional Phase III evaluation and/or recovery is warranted on any previously undisturbed areas of the Application Property, the Applicant will complete said work in consultation with ACB prior to or in conjunction with the issuance of a grading permit for any affected areas. Should adjustments be needed to the improvements identified on the CDP/FDP, said adjustments may be made without the necessity of a PCA, CDPA or FDPA.

11. NOISE ATTENUATION

- A. In order to reduce interior noise to a level of approximately 45 dBA Ldn, units anticipated to be impacted by traffic noise from Braddock Road having levels projected to be between 65 – 70 dBA Ldn, will have the following acoustical treatment measures:
- (i) Exterior walls will have a laboratory Sound Transmission Classification (STC) rating of at least 39.
 - (ii) Doors, windows and glazing will have a laboratory STC rating of at least 28 unless glazing constitutes more than 20% of any façade exposed to noise levels between 65 and 70 dBA Ldn. If doors, windows and other glazed areas constitute more than 20% of any facade impacted by noise, they will have the same laboratory STC ratings specified for exterior walls, or the Applicant will submit an acoustical analysis showing the composite performance of the exterior walls including doors, windows and glazing being equal to STC 39.
 - (iii) Adequate measures to seal and caulk between surfaces will be provided in accordance with methods approved by the American Society for Testing and Materials ("ASTM") to minimize sound transmission.
- B. The Applicant reserves the right to pursue other methods of mitigating highway noise impacts that can be demonstrated through an independent noise study as reviewed and approved by LDS and DPZ at the time of site plan, provided that these methods will be effective in reducing interior noise levels for residential units to approximately 45 dBA Ldn and exterior noise within outdoor recreation areas to approximately 65 dBA Ldn.

- C. Installation of features to mitigate noise not shown on the CDP/FDP may be permitted at site plan in response to the results of the noise study without requiring approval of a PCA, CDPA or FDPA provided such features are approved by the Zoning Administrator in consultation with other applicable agencies as determined by the Zoning Administrator, which may include the Zoning Administrator, and are in substantial conformance with the CDP/FDP and these proffers.

12. GREEN BUILDING PRACTICES

- A. Independent Living CCF Buildings. The Applicant will seek certification of the CCF buildings, exclusive of the Assisted Living Building, in accordance with the Earthcraft House Program as demonstrated through documentation provided to LDS and DPZ prior to the issuance of the first RUP for each building. An alternative certification may be selected by the Applicant, subject to the review and approval of the Environmental and Development Review Branch (EDRB) of the Department of Planning and Zoning (DPZ) at the time of site plan.
- B. Assisted Living Building. The Applicant will implement green building practices for the common publicly accessible areas of the Assisted Living Building, exclusive of individual Assisted Living Units:
 - (i) The Applicant will install only LED or fluorescent lamps in all interior building lighting fixtures. The Applicant will provide a maximum lighting power allowance of 1.25 watts/square foot, except to the extent a higher power allowance is required by applicable federal, state and/or local regulations or licensing. Prior to the issuance of a Non-RUP, for the Assisted Living Building the Applicant will provide proof of installation and manufacturer's product data to the Environment and Development Review Branch (EDRB) of DPZ.
 - (ii) The Applicant will install motion sensor flush valves and low-flow plumbing fixtures that have a maximum water usage as follows, in restroom facilities located in publicly accessible common areas of the CCF:
 - 1) Water closet = 1.28 gallons per flush (gpf)
 - 2) Urinals = 0.5 gpf
 - 3) Showerheads = 2.0 gallons per minute (gpm), when measured at a flowing water pressure of 80 pounds per square inch
 - 4) Lavatory Faucets = 1.5 gpm, when measured at a flowing water pressure of 60 pounds per square inch

The Applicant will provide proof of installation and the manufacturer's product data to the EDRB.

- (iii) The Applicant will install new Energy Star, or equivalent, water heaters and mechanical units. Installation locations and manufacturer's product data, including the Energy Star energy guide, if installed, will be provided to the EDRB prior to the issuance of a Non-RUP for the Assisted Living Building.

13. LIGHTING

- A. Compliance With Zoning Ordinance. All outdoor and building-mounted lighting provided on the Application Property by the Applicant will comply with the Outdoor Lighting Standards of Section 14-900 of the Zoning Ordinance.
- B. Parking Lot and Building Mounted Lighting. Light poles in surface parking lots and building-mounted lighting will utilize shielded cut-off fixtures and be directed inward and downward such that the lamp surface is not directly visible to adjacent properties.

14. AFFORDABLE HOUSING

- A. Age Restricted Affordable Housing. The Affordable Housing will be located on approximately 4.3 acres of the Application Property as shown on the CDP/FDP.
 - (i) The Applicant will enter into an agreement with a third-party non-profit developer for the development of the Affordable Housing. As part of the agreement, the land area associated with the Affordable Housing will be conveyed or leased to the third-party at no cost no later than bond release for the site development work performed by the Applicant in accordance with Proffer 14.B. If the land area is leased, and the lease is not renewed at the expiration of its term by the third-party non-profit developer or leased to another affordable housing provider, the land area and Affordable Housing building(s) will be dedicated to the Fairfax County Redevelopment and Housing Authority (FCRHA).
 - (ii) The Affordable Housing will not be a part of the CCF and will be constructed and operated by the third-party which is to be selected at the Applicant's discretion.
 - (iii) The agreement referenced in Proffer 14.A(i) will include the provision of a van or shuttle service between the Affordable Housing and the Community Recreation Facility. This service may, but is not required to, include other stops. This service will be available to the Affordable Housing residents at no charge on an as-needed basis, commencing upon the issuance of the first RUP for the Affordable Housing or the issuance of the first Non-RUP for the Community Recreation Facility, whichever occurs later. Residents of the Affordable Housing will be advised of the availability of this service at the time they enter into a lease. If it is determined by the third-party non-profit Affordable Housing developer, as

demonstrated to FCDOT, that the service is not utilized by the Affordable Housing residents after three (3) years of operation following the issuance of the final RUP for the Affordable Housing, the service may be terminated. In the event the service is terminated in accordance with this proffer, the third-party non-profit Affordable Housing developer may, but is not required to, reinstate the service in the future without the need for a PCA, CDPA or FDPA.

- (iv) The Affordable Housing will be affordable to households earning up to sixty percent (60%) of the area median income (AMI), and will be restricted to individuals sixty-two (62) years and older in accordance with all applicable state and federal fair housing regulations.
- (v) Notwithstanding the foregoing, the Applicant or the third-party developer reserves the right to enter into a separate written agreement with the appropriate Fairfax County agency as to the terms and conditions of the administration of the Affordable Housing. Such an agreement will be on terms mutually acceptable to the Applicant, the third-party developer and Fairfax County and may occur after approval of this application. Neither the Board nor the County will be obligated to execute such an agreement. If such an agreement is executed by all applicable parties, then the Affordable Housing will be administered solely in accordance with such agreement. Such an agreement and any modifications thereto will be recorded in the land records of Fairfax County.

B. Site Development. In order to facilitate the construction of the Affordable Housing, prior to the issuance of the first RUP for the first new building in the CCF, exclusive of the temporary marketing facility, the Applicant will:

- (i) Demolish the existing buildings, and perform preliminary clearing and grading reasonably necessary to prepare the area for construction;
- (ii) Install any necessary utility connections to the property line, at a minimum, and stormwater management facilities for the Affordable Housing to be located on and/or off-site from the Affordable Housing parcel; and
- (iii) Provide, at no cost to the third-party, any necessary easements, permissions and/or other agreements as deemed reasonably necessary by the Applicant to allow for the construction of the Affordable Housing.

The work described in this proffer will be performed by and at the sole cost and expense of the Applicant. The Applicant will be responsible for securing the required site plan and other approvals necessary to perform this work.

C. Value of Land and Site Improvements. Prior to the issuance of the first RUP for the first new building constructed as part of the CCF development, exclusive of

the temporary marketing facility, the Applicant will demonstrate that the combined value of the land area provided for the Affordable Housing in accordance with Proffer 14.A and the site improvements performed by the Applicant in accordance with Proffer 14.B is equal to or greater than the sum of three dollars (\$3.00) per square foot of the total GFA of the CCF as identified on the CDP/FDP. In the event that the combined value of the land area and site improvements is less than this amount, the Applicant will provide the difference as a monetary contribution to the Housing Trust Fund.

D. Timing. No RUPs for the fifth (5th) CCF building that includes Independent Living units, exclusive of the Assisted Living Building, will be issued until the third-party non-profit developer has: (1) secured all financing necessary, including Low-Income Housing Tax Credits, if applicable, and (2) obtained a building permit to allow construction of the Affordable Housing. Additionally, in no event may the Applicant proceed with the construction of the seventh (7th) CCF building until the first RUP is issued for the Affordable Housing. In the event that construction and/or occupancy of the Affordable Housing is delayed due to factors outside the Applicant's control despite diligent pursuit thereof, the Applicant may request a determination from the Zoning Administrator to allow construction of additional CCF units.

E. Architecture and Design. The architecture and design of the Affordable Housing will be determined within the discretion of the third-party non-profit developer. The Applicant reserves the right to review, comment on and reasonably approve the architectural design and materials of the Affordable Housing building(s) for compatibility with the architecture and materials of the CCF buildings, provided that such approval is not unreasonably withheld so as to cause a delay in the construction of the Affordable Housing.

15. STORMWATER MANAGEMENT

A. Subject to the approval of Land Development Services (LDS), the Applicant will implement a Stormwater Management (SWM) and Best Management Practices (BMP) plan to control the quantity and quality of stormwater runoff from the Application Property. The Applicant will provide stormwater management facilities as shown on the CDP/FDP. The Applicant will meet or exceed the minimum state and Fairfax County requirements for stormwater quantity and quality, unless otherwise waived or modified. The Applicant will achieve one hundred percent (100%) of the phosphorous load reduction through the provision of on-site BMP facilities. SWM and BMP facilities will be phased with development of the CCF.

B. The Applicant reserves the right to pursue additional SWM and/or BMP measures provided the same are in substantial conformance with the CDP/FDP. In the event that alternative SWM and/or BMP measures are selected and additional clearing is necessary, the Applicant will coordinate with UFMD and SDID at the time of site plan to ensure that the amount of additional clearing is minimized.

- C. Should new stormwater management regulations be issued affecting the Application Property, the Applicant will have the right to accommodate necessary changes to its stormwater/BMP facility designs without the requirement of a PCA, CDPA or FDPA, or gain approval of any administrative modifications to the CDP/FDP or proffers, provided the facility designs substantially conform with the CDP/FDP.

16. MISCELLANEOUS

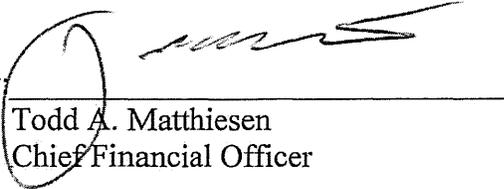
- A. Signs. Signs on the Application Property will be permitted in accordance with Article 12 of the Zoning Ordinance. The Applicant reserves the right to pursue a Comprehensive Sign Plan for the Application Property.
- B. Timing of Completion. Upon demonstration by the Applicant that, despite diligent efforts or due to factors beyond the Applicant's control, construction of any of the required improvements described herein has been delayed beyond the timeframes specified, the Zoning Administrator may agree to a later date for completion of such improvement without the necessity of a PCA, CDPA or FDPA.
- C. Successors and Assigns. These proffers will bind and inure to the benefit of the Applicant and its successors and assigns. Each reference to "Applicant" in this proffer statement will include within its meaning and will be binding upon the Applicant's successor(s) in interest and/or the owners from time to time of any portion of the Application Property during the period of their ownership. Once portions of the Application Property are sold or otherwise transferred, the associated proffers become the obligation of the purchaser or other transferee and will no longer be binding on the seller or other transferor.
- D. Escalation. All monetary contributions required by these proffers will escalate on a yearly basis from the base year of 2020, and change effective each January 1 thereafter based on the Consumer Price Index as published by the Bureau of Labor Statistics, the U.S. Department of Labor for the Washington-Baltimore Consolidated Metropolitan Statistical Area, as permitted by Virginia State Code Section 15.2-2303.3.3.

APPLICANT/TITLE OWNER OF TAX MAP 69-1 ((1)) 34

ERICKSON LIVING AT BRADDOCK ROAD LLC

By: Erickson Living Properties, LLC, Sole Member

By



Todd A. Matthiesen
Chief Financial Officer

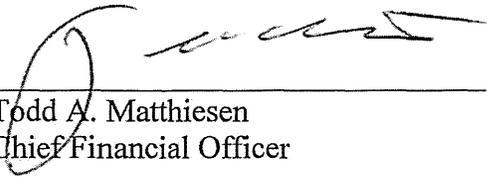
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APPLICANT/TITLE OWNER OF TAX MAP 69-1 ((1)) 34

ERICKSON LIVING AT BRADDOCK ROAD LLC

By: Erickson Living Properties, LLC, Sole Member

By:



Todd A. Matthiesen
Chief Financial Officer

[SIGNATURES END]

APPLICANT/TITLE OWNER OF TAX MAP 69-1 ((1)) 34

ERICKSON LIVING AT BRADDOCK ROAD LLC

By: Erickson Living Properties, LLC, Sole Member

By: 

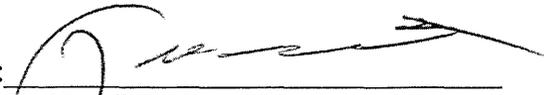
Todd A. Matthiesen
Chief Financial Officer

[SIGNATURES END]

APPLICANT/TITLE OWNER OF TAX MAP 69-1 ((1)) 34

ERICKSON LIVING AT BRADDOCK ROAD LLC

By: Erickson Living Properties, LLC, Sole Member

By: 

Todd A. Matthiesen
Chief Financial Officer

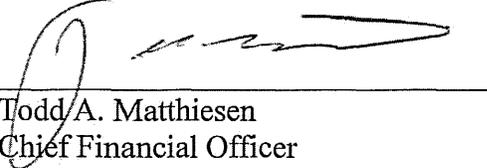
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APPLICANT/TITLE OWNER OF TAX MAP 69-1 ((1)) 34

ERICKSON LIVING AT BRADDOCK ROAD LLC

By: Erickson Living Properties, LLC, Sole Member

By:



Todd A. Matthiesen
Chief Financial Officer

[SIGNATURES END]



Geotechnical Engineering, Inc.
 11111 15th Street, N.E.
 Seattle, WA 98158





March 4, 2021

Ms. Nina Janopaul
Braddock Nine Limited Partnership
Braddock Four Limited Partnership
4318 N Carlin Springs Rd
Arlington, VA 22203

**RE: SITE WORK IMPROVEMENTS FOR AFFORDABLE HOUSING DEVELOPMENT at
9901 Braddock Road**

Dear Ms. Janopaul:

Woodleigh Chase, LLC is pleased to provide in-kind funding to the APAH Braddock Road Limited Partnership via site work improvements for the future use of an affordable housing development for seniors. In addition to the donation of land, the in-kind funding through project site improvements includes:

- Demolition of existing structures
- The construction of retaining walls, as well as clearing, grading and structural fill to provide building pad
- Abandon existing sanitary and water service and stub utilities at the property line
- Construct traffic and pedestrian improvements along Braddock Road
- Construct fire egress lane

All of these site improvements will total at least \$1,500,000 in value, to be provided to the new land owner, APAH Braddock Road Limited Partnership, at zero cost, for ultimate transfer to Braddock Nine Limited Partnership and Braddock Four Limited Partnership. This estimate is based on site engineering figures provided by Dewberry on March 3, 2021 (see attachment). After completion of the site work, Woodleigh Chase, LLC will provide evidence of the investment expenditure of these site improvements.

Specific to this phase, I, acting in my capacity as Chief Financial Officer, hereby agree (a) to support Woodleigh Chase, LLC's provision of these site improvements, which will be necessary for and will directly benefit the Braddock Nine and Braddock Four affordable housing developments, and (b) to use all commercially reasonable efforts to complete the improvements prior to the closing of the Braddock Nine and Braddock Four projects, currently scheduled for Q2 2022.

Should you have any questions, please contact Bridgette Miller at 410-402-2448.

WOODLEIGH CHASE, LLC

By Todd Matthiesen 3/4/2021
Todd Matthiesen
Chief Financial Officer

DS
JW

Enclosure: Erickson-Braddock-ADU Costs

**Erickson - Braddock - ADU Costs
Age Restricted Affordable Housing
Site/Civil Development Cost Estimate**

	Description	Quantity	Unit Cost	Total Cost
1	Section 1 - Demolition			
1.1	Demolish Existing Building Structure (SY)	800	\$ 107.00	\$ 85,600.00
1.2	Demolish Existing Pavement (SY)	1780	\$ 100.00	\$ 178,000.00
1.3	Construction Entrance (Each)	1	\$ 3,465.00	\$ 3,465.00
1.4	Perimeter Erosion Control (Super Silt Fence) (LF)	1150	\$ 14.00	\$ 16,100.00
1.5	Tree Protection Fencing (LF)	1150	\$ 10.00	\$ 11,500.00
1.6	Remove Existing Water	320	\$ 55.00	\$ 17,600.00
1.7	Remove Existing Sanitary Sewer (LF)	250	\$ 55.00	\$ 13,750.00
1.8	Remove Existing Sanitary Sewer Manhole (Each)	3	\$ 492.00	\$ 1,476.00
1.9	Traffic Management (LS)	1	\$ 10,000.00	\$ 10,000.00
1.10	Seeding (SY)	6500	\$ 3.00	\$ 19,500.00
1.11	Straw Mulch w/Tack (SY)	6500	\$ 2.00	\$ 13,000.00
			SUBTOTAL	\$ 369,991.00

2	Section 2 - Deliver Pad Ready Site			
2.1	Construction Entrance	1	\$ 3,465.00	\$ 3,465.00
2.2	Perimeter Erosion Control (Super Silt Fence)	1150	\$ 14.00	\$ 16,100.00
2.3	Tree Protection Fencing (LF)	1150	\$ 10.00	\$ 11,500.00
2.4	Clear and Grub (Acre)	2.31	\$ 13,679.00	\$ 31,598.49
2.5	Cut to Fill (CY)	13800	\$ 12.00	\$ 165,600.00
2.6	Site Grading (SY)	11000	\$ 1.00	\$ 11,000.00
2.7	Retaining Wall (SY)	150	\$ 1,400.00	\$ 210,000.00
2.8	8" Sanitary Sewer (LF)	200	\$ 100.00	\$ 20,000.00
2.9	Sanitary Sewer Manhole (EA)	2	\$ 4,310.00	\$ 8,620.00
2.10	8" Watermain DIP Class 52 (LF)	20	\$ 129.00	\$ 2,580.00
2.11	Wet Tap	1	\$ 4,706.00	\$ 4,706.00
2.12	Storm Water Management: BMP provided by Wet Pond (lb/yr)	2.38	\$ 20,000.00	\$ 47,600.00
2.13	Storm Water Management: Detention provided by Wet Pond (Drainage Area, Ac.)	3.00	\$ 3,186.00	\$ 9,558.00
2.14	Storm Sewer (54"/LF)	115	\$ 514.00	\$ 59,110.00
2.15	Rip Rap (SY)	3	\$ 74.00	\$ 222.00
2.16	Manholes (Each)	2	\$ 4,920.00	\$ 9,840.00
2.17	End section (Each)	2	\$ 8,075.00	\$ 16,150.00
2.18	Curb and Gutter	45	\$ 29.00	\$ 1,305.00
2.19	Trails (SY)	800	\$ 69.00	\$ 55,200.00
2.2	Grasspave Fire Lane access (SY)	736	\$ 129.00	\$ 94,944.00
2.21	Street Lights (Ea)	2	\$ 5,540.00	\$ 11,080.00
2.22	Traffic Management (LS)	1	\$ 10,000.00	\$ 10,000.00
2.23	Seeding (SY)	11000	\$ 3.00	\$ 33,000.00

Erickson/Braddock Road

Age Restricted Affordable Housing

Preliminary Opinion of Probable Construction Cost

2.24	Straw Mulch w/Tack (SY)	11000	\$ 2.00	\$ 22,000.00
			SUBTOTAL	\$ 855,178.49

4 Section 4 - Other Costs				
5.1	Bonds, Mobilization, and Insurance @ 2.5%			\$ 30,629.24
5.2	Administrative, Engineering, and Inspection Costs @ 15%			\$ 183,775.42
			SUBTOTAL	\$ 214,404.66

TOTAL COST	\$ 1,439,574.15
PROJECT CONTINGENCY 30% OF TOTAL COSTS	\$ 431,872.25
TOTAL PROJECT COST	\$ 1,871,446.40
TOTAL PROJECT COST (ROUNDED)	\$ 1,900,000

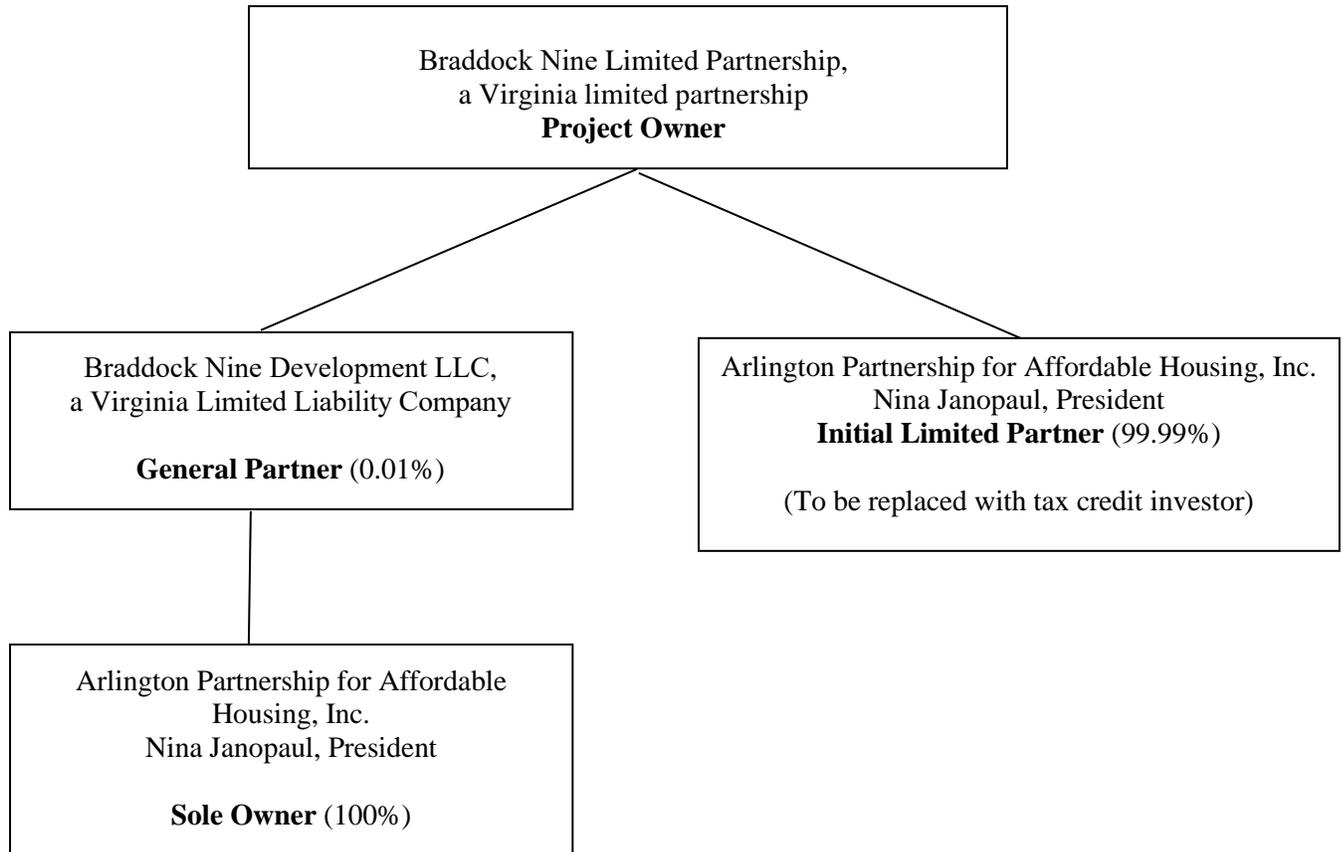
Notes:

(1) All costs are in 2021 Dollars.

(2) Unit prices are taken from the Fairfax County Land Development Services 2021 Unit Price List

Name of Development Project: Braddock Nine
Owner: Braddock Nine Limited Partnership

OWNERSHIP STRUCTURE – ORGANIZATIONAL CHART



**AGREEMENT TO ASSIGN ACQUISITION RIGHTS
(Braddock Nine)**

THIS AGREEMENT TO ASSIGN ACQUISITION RIGHTS (this “Agreement”) is made as of March 4, 2021 (the “Effective Date”) by and between **APAH BRADDOCK ROAD LIMITED PARTNERSHIP**, a Virginia limited partnership (“Assignor”) and **BRADDOCK NINE LIMITED PARTNERSHIP**, a Virginia limited partnership (the “9% Project Owner”), **BRADDOCK NINE DEVELOPMENT LLC**, a Virginia limited liability company (the “General Partner”) and **ARLINGTON PARTNERSHIP FOR AFFORDABLE HOUSING, INC.**, a Virginia nonstock corporation (“Assignee,” and together with the 9% Project Owner and the General Partner, the “Assignee Parties”).

WHEREAS, Assignor and Woodleigh Chase, LLC, a Maryland limited liability company (the “Donor”), entered into that certain Donation Agreement, dated November 2, 2020 (the “Donation Agreement”), pursuant to which Assignor has the right to acquire by donation a certain parcel of real property consisting of approximately 4.29 acres of land located on the south side of Braddock Road in Fairfax County, Virginia (the “Parcel”); and

WHEREAS, at the election of any of the Assignee Parties, Assignor will provide to Assignee the right to acquire the Parcel, and thereafter Assignee shall cause a portion of the Parcel (such portion, the “9% Property”) to be transferred to the 9% Project Owner for the purpose of the 9% Project Owner’s development and construction of a multifamily affordable housing facility financed in part with 9% federal low-income housing tax credits (the “9% Project”), as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee Parties hereby agree as follows:

1. Agreement to Assign Purchase Rights. Upon a written request from any of the Assignee Parties, Assignor agrees to provide to Assignee the right to obtain the 9% Property by an assignment to Assignee of the Assignor’s right under the Donation Agreement to acquire the 9% Property. Upon the transfer of the 9% Property to Assignee, Assignee shall contribute the 9% Property to the General Partner, and the General Partner shall immediately contribute the 9% Property to the 9% Project Owner. Notwithstanding the foregoing, at the request of the Assignee Parties, Assignor agrees to use an alternative structure for the direct or indirect transfer of the 9% Property from Woodleigh Chase, LLC to the 9% Project Owner, so that 9% Project Owner’s acquisition of the 9% Property is structured in a manner that is most advantageous to the development of the 9% Project. In any event, the structure may include, without limitation, subjecting the Parcel to a land condominium regime under which the 9% Project Owner would own one or more condominium units upon which the 9% Project would be constructed. Upon the General Partner’s transfer of the 9% Property to the 9% Project Owner, the 9% Project Owner shall pay to the General Partner or its designee \$372,000 for the land comprising the 9% Property. If an alternative structure is used for the transfer of the 9% Property, then the 9% Project Owner shall make the \$372,000 payment to the entity that transfers the land to the 9% Project Owner, or such entity’s designee.

with a nationally recognized overnight delivery service, or upon confirmation of delivery from delivering party's email system when delivered by email. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed receipt of the notice. Each party shall have the right to designate a new address by notifying the other party in writing.

6. Assignment. This Agreement may be assigned by Assignee Parties without Assignor's prior written consent.

7. Miscellaneous Provisions.

(a) This Agreement contains the entire agreement between the parties hereto and is intended to be an integration of all prior or contemporaneous agreements, conditions or undertakings between the parties hereto. No change or modification of this Agreement shall be valid unless the same is in writing and signed by Assignor and Assignee Parties.

(b) Wherever herein reference is made to "days", the same shall mean "calendar days". Wherever in this Agreement a time period shall end on a day, which is a Saturday, Sunday, or legal holiday, said time period shall automatically extend to the next date which is not a Saturday, Sunday, or legal holiday.

(c) This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective estates, legal representatives, successors and assigns.

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia (without regard to principles of conflicts of law).

(e) This Agreement and any amendments thereto may be signed in various counterparts, which together shall constitute one and the same instrument. To facilitate execution of this Agreement and any amendments thereto, the parties may execute and exchange by electronic transmissions copies of this Agreement and any amendments thereto, and all such copies shall be deemed to be originals.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned parties have duly executed this Agreement to Assign Acquisition Rights as of the date written above.

ASSIGNOR:

APAH BRADDOCK ROAD LIMITED PARTNERSHIP,
a Virginia limited partnership

By: APAH Braddock Road LLC,
its general partner

By:  _____
Name: Nina Janopaul
Title: President

ASSIGNEE PARTIES:

BRADDOCK NINE LIMITED
PARTNERSHIP, a Virginia limited partnership

By: Braddock Nine Development LLC, its
general partner

By:  _____
Name: Nina Janopaul
Title: President

BRADDOCK NINE DEVELOPMENT, LLC,
a Virginia limited liability company

By:  _____
Name: Nina Janopaul
Title: President

ARLINGTON PARTNERSHIP FOR
AFFORDABLE HOUSING, INC.,
a Virginia nonstock corporation

By: 
Name: Nina Janopaul
Title: President

[Agreement to Assign Acquisition Rights, signature page continued]

APAH BRADDOCK ROAD
WOODLEIGH CHASE PHASE 1B-2
SITE PLAN
 BRADDOCK DISTRICT
 FAIRFAX COUNTY, VIRGINIA

SEAL

KEY PLAN

SCALE NORTH
 SCALE IN FEET
 1" = 30'
 1 INCH

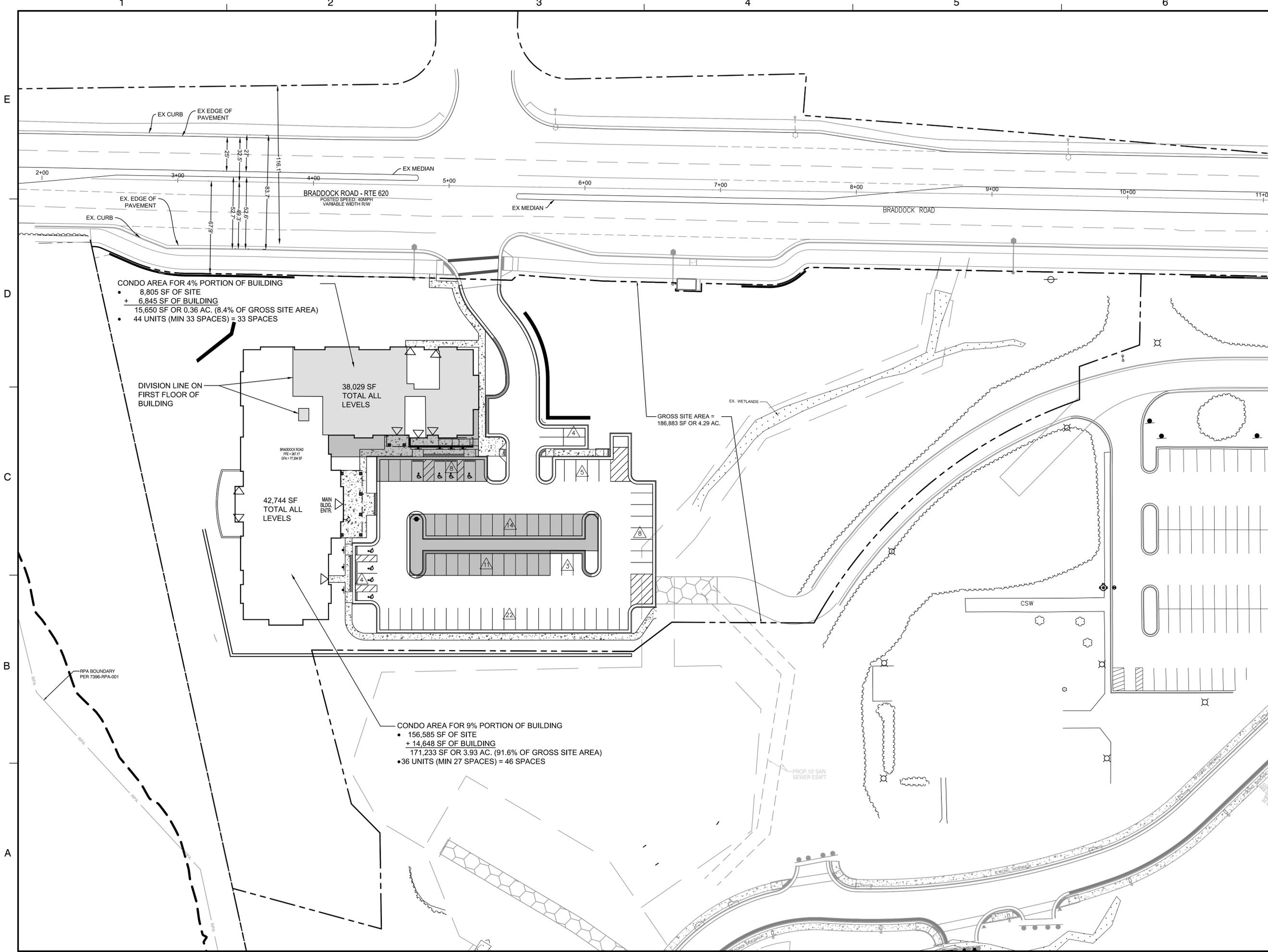
No.	DATE	BY	Description

REVISIONS
 DRAWN BY: BWB/JC
 APPROVED BY: TCC
 CHECKED BY: TCC
 DATE: MARCH 2021

TITLE
CONDO LINE EXHIBIT

PROJECT NO. #

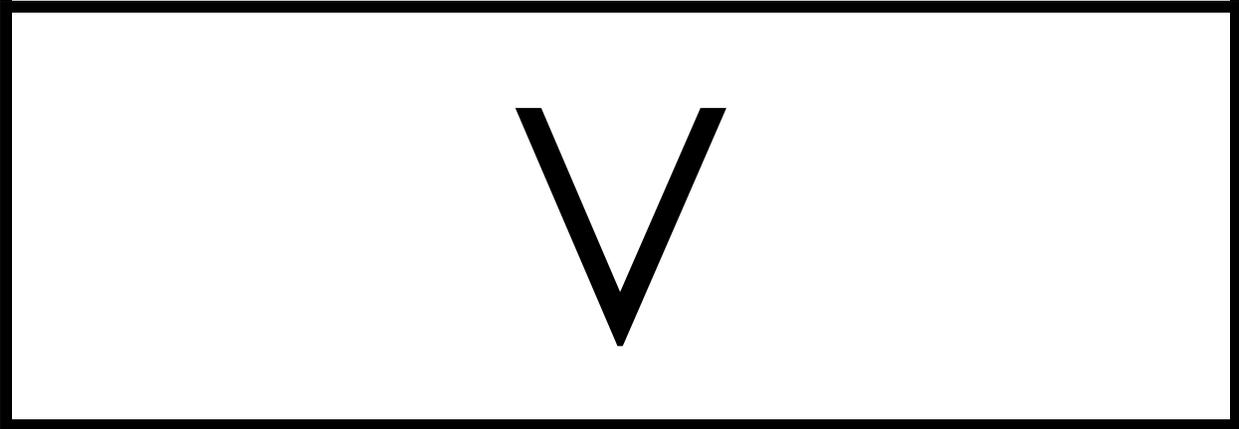
1



U

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

This deal does not require
information behind this tab.



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

RPC Nos.: _____

RIGHT OF FIRST REFUSAL AGREEMENT (BRADDOCK NINE)

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "**Agreement**"), dated and effective as of the 4 day of March , 2021 is made by and between Braddock Nine Limited Partnership, a limited partnership formed under the laws of the Commonwealth of Virginia (the "**Partnership**"), and Arlington Partnership for Affordable Housing, Inc., a Virginia nonprofit corporation (the "**Purchaser**").

Recitals

The Partnership was formed for the purpose of acquiring, owning, developing, constructing, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of a thirty-six (36) unit residential project located in Fairfax County, Virginia 22032 (the "**Project**"), to be constructed upon a portion of the land more fully described in Attachment A (the "**Land**"). The Land is currently owned by Woodleigh Chase, LLC, a Maryland limited liability company, which will donate the Land to the Purchaser, which will immediately subject the Land to a land condominium regime (the "**Condominium**"), which will consist of six (6) land condominium units called Unit Nine 1, Unit Nine 2 and Unit Nine 3 as more fully described in Attachment B, consistent with the plans submitted to the Virginia Housing Development Authority by the Partnership in connection with its application for low-income housing tax credits (the "**Nine Units**"), and the Four Units (as defined below). Immediately upon creating the Condominium, (i) the Purchaser shall transfer fee simple ownership of the Nine Units to Braddock Nine Development LLC, a Virginia limited liability company, which then shall immediately transfer fee simple ownership of the Nine Units to the Partnership, and (ii) the Purchaser shall transfer fee simple ownership of the Four Units to Braddock Four Development LLC, a Virginia limited liability company, which then shall immediately transfer fee simple ownership of the Four Units to Braddock Four Limited Partnership, a Virginia limited partnership ("**Four Owner**"). The Partnership will construct the Project upon the Nine Units.

The Partnership desires to give, grant, bargain, sell, and convey to Purchaser certain rights to purchase the Partnership Property, as defined below, on the terms and subject to the conditions set forth herein.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** The following defined terms used in this agreement shall have the meanings specified below:

Code: The Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

Compliance Period: The entire period during which the "compliance period" described in Section 42(i)(1) of the Code shall be applicable to any building in the Project.

Four Units: Together, Unit Four 1, Unit Four 2 and Unit Four 3 in the Condominium, which units will be owned by Braddock Four Limited Partnership, a Virginia limited partnership, consisting of the land more fully described on Attachment C.

Partnership Property: The Partnership's fee interest in the Nine Units and in the improvements comprising a project known as Braddock Nine, which will contain thirty-six (36) residential units in a building located on the Nine Units.

Person: An individual or entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, cooperative, or association and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so requires.

Project: The aggregate of all of the individual buildings and dwelling units and the common areas located in or around the Partnership Property.

State: The Commonwealth of Virginia.

2. **Right of First Refusal.** After the end of the Compliance Period, the Partnership will not sell the Project or any portion thereof to any Person without first offering the Project for a period of ninety (90) days to Purchaser or its assignee (if it then qualifies as an organization described in Section 42(h)(5)(C) of the Code) (the "**Buyout**"), at a price (the "**Buyout Price**") equal to the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts (other than the principal amount of indebtedness incurred within the 5-year period ending on the date of the Buyout) and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners of any limited partner of the Partnership. All costs of the Buyout, including any filing fees, shall be paid by Purchaser. In the event that Purchaser does not purchase the Partnership Property on the terms set forth above, then the right of first refusal granted herein shall lapse.

The Right of First Refusal granted hereunder is intended to satisfy the requirement of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In accordance therewith, in the event that Section 42(i)(7) of the Code is amended to permit the owner of a qualified low-income housing project to grant an "option" (as opposed to a "right of first refusal") to purchase the project at the Buyout Price without adversely affecting the Limited Partner's status as a partner of the Partnership for federal income tax purposes or limiting tax credits that otherwise would be available to and allocable to the investor limited partner of the Partnership, then this Agreement shall be automatically amended to provide such option in lieu of the contemplated right of first refusal.

3. **Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No party may assign this Agreement without the consent of the other party.

4. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

5. **No Continuing Waiver.** None of the parties hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. 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.

6. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws.

7. **Binding Agreement.** This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

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

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

10. **Counterparts.** This Agreement may be executed in several counterparts, 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.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal Agreement as of the date first above written.

WITNESS/ATTEST:

BRADDOCK NINE LIMITED PARTNERSHIP

By: Braddock Nine Development LLC, General Partner

[Handwritten Signature]

By: [Handwritten Signature]
Name: Nina Janopaul
Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Arlington, to-wit:

Subscribed, sworn to and acknowledged before me by Nina Janopaul, President of Braddock Nine Development LLC, the General Partner of Braddock Nine Limited Partnership, as of this 7 day of March, 2021.

[AFFIX SEAL]

TyReisha E. Pugh
NOTARY PUBLIC
REG. #7770865
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUG. 31. 2022

[Handwritten Signature]
Notary Public

My Commission Expires: August 31, 2022

Notary Registration Number: 7770865

WITNESS/ATTEST:

ARLINGTON PARTNERSHIP FOR
AFFORDABLE HOUSING, INC., Purchaser

[Signature]

By: [Signature]
Name: Nina Janopaul
Title: President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Arlington, to-wit:

Subscribed, sworn to and acknowledged before me by Nina Janopaul, President of
Arlington Partnership for Affordable Housing, Inc., as of this 4 day of March, 2021.

[AFFIX SEAL]

TyReisha E. Pugh
NOTARY PUBLIC
REG. #7770865
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUG. 31, 2022

[Signature]
Notary Public

My Commission Expires: August 31, 2022

Notary Registration Number: 7770865

[Signature Pages – Right of First Refusal (Braddock Nine)]

ATTACHMENT A
DESCRIPTION OF LAND

EXHIBIT A

Legal Description of the Premises

**DESCRIPTION OF
PROPOSED PARCEL C
PART OF THE PROPERTY OF
WOODLEIGH CHASE, LLC
(FORMERLY ERICKSON LIVING AT BRADDOCK ROAD, LLC D.B. 25249 PG. 1740)**

**BRADDOCK DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point on the easterly line of Parcel C, Section 22, Kings Park West as recorded in Deed Book 4873 at page 211; said point being S12°25'54"E, 3.72 feet from the northeasterly corner of said Parcel C; thence departing the easterly line of Parcel C and through the property of Woodleigh Chase, LLC the following courses:

S88°57'54"E, 2.42 feet;

with a curve to the right with a radius of 12.00 feet and whose chord is S77°43'57"E, 4.67 feet, an arc distance of 4.71 feet;

S66°30'01"E, 25.35 feet;

with a curve to the left with a radius of 103.00 feet and whose chord is S77°38'59"E, 39.83 feet, an arc distance of 40.09 feet;

S88°47'58"E, 240.52 feet;

N46°35'12"E, 5.67 feet;

S85°38'31"E, 30.55 feet;

to a point on the southerly right of way line of Braddock Road (Rt. 620); thence with the southerly right of way line of Braddock Road S88°51'01"E, 17.00 feet; thence departing the existing southerly right of way line of Braddock Road and through the property of Woodleigh Chase, LLC the following courses:

S83°17'49"E, 15.45 feet

S88°39'34"E, 53.73 feet

S01°20'26"W, 6.00 feet;

S88°39'34"E, 19.00 feet;

N01°20'26"E, 6.00 feet;

S88°39'34"E, 49.46 feet;

with a curve to the left with a radius of 33.00 feet and whose chord is N70°42'45"E, 23.25 feet, an arc distance of 23.76 feet;

N50°05'04"E, 5.56 feet;

with a curve to the right with a radius of 7.00 feet and whose chord is N70°35'37"E, 4.91 feet, an arc distance of 5.01 feet;

S88°53'50"E, 243.57 feet;

S01°12'44"W, 52.28 feet;

S70°22'35"W, 47.06 feet;

S00°17'45"E, 24.32 feet;

with a curve to the left with a radius of 355.00 feet and whose chord is S50°03'24"W, 255.17 feet, an arc distance of 261.01 feet;

N89°42'42"W, 104.79 feet;

S52°50'11"W, 35.48 feet;

N89°45'07"W, 237.03 feet;

S14°31'46"E, 116.66 feet;

S44°46'11"E, 29.84 feet;

S00°52'37"E, 70.49 feet;

N74°50'20"W, 113.53 feet;

to a point on the easterly line of aforementioned Parcel C; thence with the easterly line of Parcel C N12°25'54"W, 482.25 feet to the point of beginning, containing 186,821 square feet or 4.28883 acres, more or less.

ATTACHMENT B

Nine Units

[Legal Description of the Nine Units to be Attached When Available at Project Closing]

ATTACHMENT C

Four Units

[Legal Description for the Four Units to be Attached When Available at Project Closing]

W

Internet Safety Plan and
Resident Information
Form

(if internet amenities selected)

Providing free Wi-Fi at Braddock Nine

Overview

1.) Security and Maintenance

- a. Contract with an IT provider to install and maintain a firewall at the router level to prevent intrusion attempts.
- b. Use same IT provider to maintain the deployed technology.

2.) Education

- a. Provide computer basics and internet safety training intermittently as optional for residents to attend. Include lessons as part of package to disburse to residents.
 - i. Lessons included on page 4.
- b. Include disclaimers and internet security guidance in the Acceptable Use Policy (page 2) and the Acknowledgment (page 3) about inherent risks in using the internet.

Acceptable Use Policy

Residents of Braddock Nine must agree to and follow the acceptable use policy when using the Braddock Nine network.

1. All Braddock Nine Residents must adhere to all federal and state laws when using Braddock Nine's network, services and/or internet access.
2. Spam may not be distributed using mail servers connected to the Braddock Nine network. Any computer on the Braddock Nine network that is infected with spam generating software and that distributes spam, with or without the Owner's knowledge or consent, may be disconnected from or denied access to the Braddock Nine network at the discretion of Braddock Nine.
3. Viruses, malware, or other malicious code may not be distributed using computers connected to the Braddock Nine network. Any computer on the Braddock Nine network that is infected with malicious code and distributes malicious software, even without the Owner's knowledge or consent, may be disconnected from the network at the discretion of Braddock Nine.
4. Illegal file sharing is not allowed, and computers engaged in such activity may not be connected to the Braddock Nine network. Any computer on the Braddock Nine network that is infected with illegal file sharing software and distributes copyrighted materials, even without the Owner's knowledge or consent, may be disconnected from the Braddock Nine network at the discretion of Braddock Nine.
5. The service is designed for personal, general Internet use including streaming, web surfing, e-mail access, and all other possible legal online activities. Residents are not allowed to host **public servers** of any kind or use static IPv4 IP addresses. Braddock Nine may disconnect Residents who use the service for activities deemed to exceed typical residential use.
6. You agree to allow personnel of Braddock Nine and its partners reasonable access to your unit for proper maintenance of equipment.
7. The Access Points being distributed **are property of Braddock Nine** and may not be removed from the premises. Should your time at Braddock Nine come to an end, you may **not** take the access point with you. Doing so may result in a charge or forfeiture of your security deposit.
8. Like any commercially provided Internet Connection, this service is subject to usage monitoring. Anonymity is not guaranteed on the internet. Braddock Nine Staff will **not** have access to browsing data, however Braddock Nine **will** be alerted by the data center, the connection provider, should they detect a unit misusing the service as outlined in sections 1, 2, 3, 4, or 5. Gross misuse may result in the entire building being cut off by the data center, disrupting your neighbors as well.
9. Using the internet has inherent risks, be aware of the sites you navigate to, make sure they are using https (which you can verify by looking at the status bar) and don't give out personal information unless you have verified the legitimacy of a website.
10. Braddock Nine's Acceptable Use Policy may change without notice. All changes will be shared via flyers before taking effect.

Acknowledgement of Goods Received

Unit Number _____

First Name _____

Last Name _____

E-mail _____

By signing below, you acknowledge the following:

- 1.) You are currently living at Braddock Nine and you have been walked through the following materials:
 - a. Braddock Nine’s Acceptable Use Policy
 - b. This acknowledgement form
- 2.) That you are receiving **one** access point for your household, and it is currently installed in your unit.
- 3.) That the access point you are receiving is the property of Braddock Nine. You do **not** own this Access Point. Should your time at Braddock Nine come to an end, you may **not** take the access point with you. Doing so may result in an additional charge or forfeiture of your security deposit.
- 4.) Should an issue arise with your connectivity you will follow the included troubleshooting guide. If connectivity issues persist, please alert the leasing office giving them your name and unit number or email apahlaptopreport@gmail.com with the subject “Connectivity issues, [your unit number here]” Include your name and unit number again in the message body.
 - a. If you damage or break the Access Point by accident or negligence you may be charged for replacing the unit.
 - b. If the Access Point or power cable fails on its own, you will **not** be charged for replacing the unit.
 - c. The Access Point should not be moved to another unit without previous authorization from Braddock Nine or APAH staff.

x _____
Signature

_____/_____/_____
Day / Month / Year



Arlington Partnership
For Affordable Housing



Lesson 1 Part 1

Introduction to Computing

Introduction

- ▶ Who We Are
- ▶ What You Will Learn
- ▶ Class time 6PM until 730PM
- ▶ Class Etiquette
 - Breaks, cell phones, questions
- ▶ You get out of it what you put into it

A Computer is:

- ▶ A **machine** that manipulates/processes data (inputs) according to a set of instructions and produces/displays an output
- ▶ Combination of hardware and software



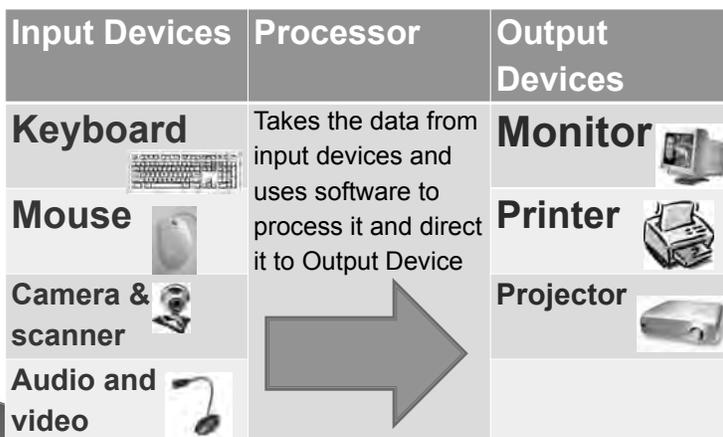
3

Hardware and Software

- **Hardware** – Physical parts of the computer. Anything that you can touch.
- **Software** – Instruction sets that run on **hardware** that create files, perform calculations, and display webpages (kind of like a cookbook)

3

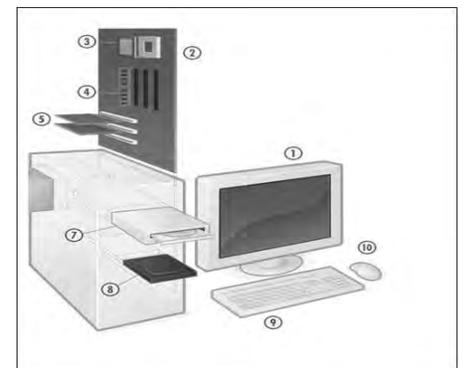
How A Computer Works



5

Hardware

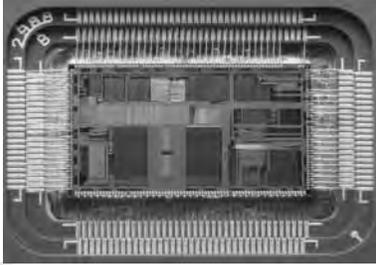
- The Hardware Parts*
- Output Device**
 1. Monitor (Screen)
 - Processing**
 2. Mother Board
 3. Central Processing Unit (CPU)
 - Storage**
 4. Memory Cards – RAM
 5. Circuit Board
 7. CD Rom Drive
 8. Hard Drive
 - Input Devices**
 9. Keyboard
 10. Mouse



4

Central Processing Unit (CPU)

- ▶ The CPU is an electronic circuit that can execute software in MIPS (millions of instructions per second!)
- ▶ The CPU is the “brain” of the computer



Mouse

- ▶ Desktop Mouse



- ▶ Touchpad – laptop mouse



7

Mouse Functions

- ▶ Click = Press Left Button (**Select**)
- ▶ Double Click = Press Left Button Twice Quickly (**Open**)
- ▶ Right Click = Press Right Button (**Options**)

Cursor Shapes

- While you are waiting for your document to open the cursor might change shape, from  to 
- While the cursor looks like  just be patient while the computer is busy
- Drag your mouse around the document and notice how the cursor changes shape, from  to 
- When you see  click
- Adjust the size of text boxes windows, panes and cells using arrows    

Keyboard

- ▶ Input Device with alpha, numeric, punctuation, symbols, and navigation keys



Home Row: asdf jkl;

10

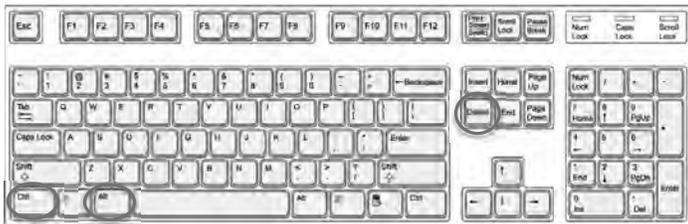
Software

- ▶ Operating System – The software that works with the hardware to control the computer’s operations. Most computers have Microsoft Windows (such as Windows 7, Windows Vista)
- ▶ Programs – The software that users interact with to perform their work. Common applications include Microsoft Word, Excel, PowerPoint, Internet Explorer, and Firefox. Google Chrome

Turning On the Computer



Practice: Ctrl + Alt + Del → Enter



Logging Onto Laptop with Student ID & Password



Opening a Program

- Use the Start button to access "All Programs"



- Then select the program that you want to open



Exercise – Typing Practice

- Open the program "Microsoft Office Word"
Start > All Programs > Microsoft Office > Microsoft Office Word
- Key in the following Home keys 10 times:
asdf jkl; [Enter]
- Key in the following 10 times:
Your name. Press SHIFT key for upper case letters.

Exercise – More Typing Practice

- Key in the following 5 times:
Today's date: November 7, 2016
- Key in the following 5 times:
. , ; : / ? ' "
- Key in the following 5 times:
Your favorite movie or music.

Turning Off or Shut Down Computer



Lesson 1 Part 2

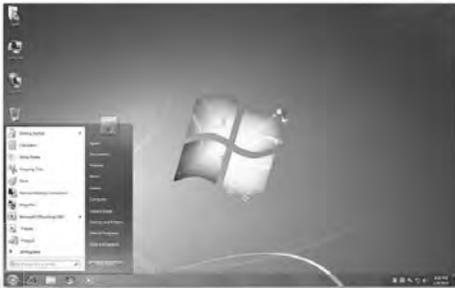
Introduction to Computing

Agenda

- ▶ Computer Desktop
- ▶ Files and Folders
- ▶ Windows
- ▶ Memory
- ▶ Keyboarding

Desktop

- ▶ What do you keep on a regular desktop?
 - Pens, paper, stapler, paper clips
- ▶ What is a Computer Desktop?
 - Place to store frequently accessed programs, files, photos, etc.



3

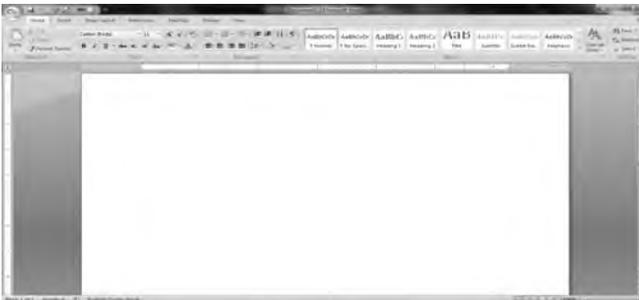
Opening a Program

- Use the Start button to access “All Programs”
- Then select the program that you want to open



Windows and MS Word

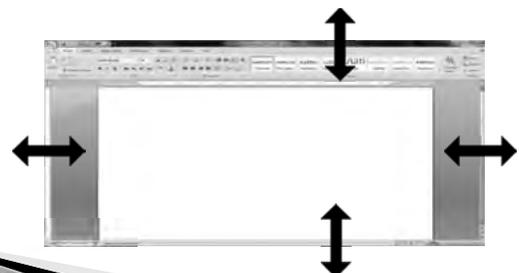
- ▶ Open program → Microsoft Word



5

Windows

- ▶ Exercises:
 - Minimize, Maximize, Close button
 - Resize window to tall and thin
 - Resize window to short and wide

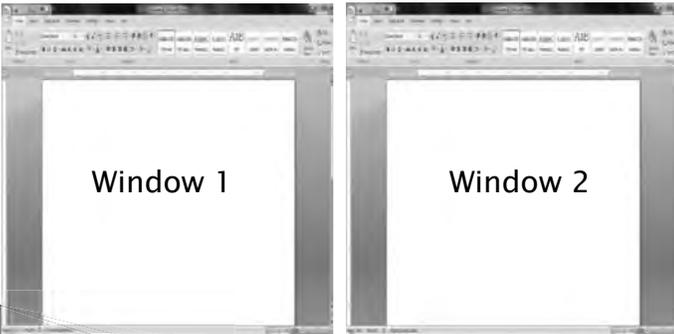


7

6

Windows

- ▶ Exercise:
 - Open two windows and place side by side. Why?



Files and Folders

- ▶ File = electronic version of a document, spreadsheet, presentation, etc.



- ▶ Folder = used to organize files

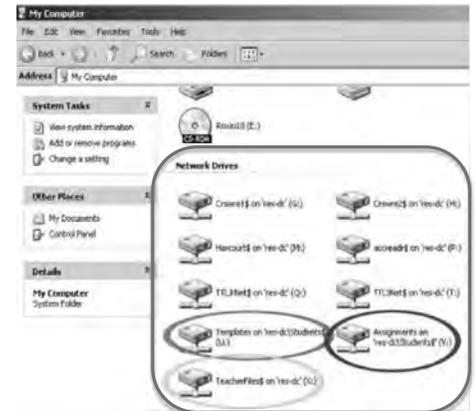


Memory

- ▶ Places to store files:
 - Hard Drive - My Documents on the computer
 - DVD - 
 - Flash Drive - 
 - The "Cloud" -
 - Discussion of Pros and Cons for each type of memory

Memory

- ▶ Another place to store files:
 - Network Drive
 - Company's data system
 - Used only by members of that company



File Exercises

- ▶ Save new Word document
 - File > Save As
 - Choose a file name and save in My Documents
- ▶ Create new folder in My Documents
 - Name the folder "Class"
 - Create 3 files in Word: "Resume" "Budget" and "Jobs"
 - Select and Drag each file into the "Class" folder

Keyboarding

- ▶ Home Row
- ▶ Backspace and Delete
- ▶ Space Bar
- ▶ Shift
- ▶ Enter
- ▶ Tab



Keyboarding Practice

- ▶ Type three sentences in “Resume” file.
- ▶ REMEMBER TO SAVE YOUR DOCUMENT.
- ▶ Type three sentences in “Jobs” file.
- ▶ REMEMBER TO PRACTICE EACH DAY.
- ▶ QUESTIONS!!!!????

Turning Off or Shut Down Computer



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Lesson 2

Internet Security
Navigating the Internet
Social Media
Voice over Internet Protocol (VoIP)/Chat

Agenda Part 1

- ▶ Computer Security—Why?
- ▶ Create Strong Passwords
- ▶ Backup/Save Your Data
- ▶ Online Banking Primer
- ▶ Buying Things Online
- ▶ Online Tracking

Computer Security—Why?

- ▶ Anti-Virus Software
 - Microsoft Security Essentials (free), McAfee, Norton: scans your computer for potential viruses.
- ▶ Flash Drives
 - Be careful using flash drives from other people.
- ▶ Updates
 - Always click 'YES' to Anti-Virus and Windows Updates.
- ▶ Firewall
 - NEVER disable the Windows Firewall (ON by default)

Create Strong Passwords

- ▶ All passwords must be airtight strong.
 - Reduces chances of hacking and ID theft.
- ▶ At least 10 characters with lower case, upper case, and special characters !@#%&*
 - Can create a unique phrase or sentence that no one knows or is published. No birthdates, 12345, ABCDE, social security #.
 - Write down each password and place somewhere safe.
- ▶ Use different passwords for EACH account.
 - Computer
 - Online Banking
 - Social Media: Facebook, Twitter, Instagram

Create Strong Passwords

- ▶ **Class Exercise:**
 - Create a password together
 - At least 10 characters with lower case, upper case, and special characters !@#%&*

Back Up Your Data

- ▶ SAVE, SAVE, SAVE
 - Save your files early and often!
- ▶ Backups
 - Computers can crash one day. Hard drives can become corrupted and viruses can erase files.
 - Periodically save a copy of your files to a flash drive or backup hard drive.
- ▶ Cloud Storage
 - Google Drive, Drop Box, backup files regularly
- ▶ Magnets
 - NEVER put a magnet near a computer. Can wipe data off the hard drive and ruin the monitor.



Online Banking

- ▶ Online Banking
 - Only access online banking sites from home computer.
 - Never access on a shared computer.
- ▶ Key in URL addresses in Browser.
- ▶ Don't automatically click links in email.
www.bankofamerica.com
not same as
www.bankofamerica.com.fakewebsite.exe
This is a **DANGEROUS** link.

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Buying Things Online

- ▶ Only purchase items from well-known websites.
- ▶ Ensure the URL contains **https** and the lock symbol before entering credit card info.
- ▶ NEVER wire money as payment.



8

Online Tracking 1

- ▶ Websites remember where you have visited like Google & Facebook.
 - Why? So they can target sales ads to fit your interests.
- ▶ Also, sites are saved on the web browser.
 - To remove:
 - Firefox: History > Clear Recent History
 - Chrome: Clear Browsing Data

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Online Tracking 2

- ▶ Prevent Online Tracking
 - Sign out of email when searching online.
 - Use Private Browsing.
- ▶ Firefox: Preferences > Privacy > Tracking
- ▶ Chrome: File > New incognito window

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Agenda Part 2

- ▶ Popular Uses of the Internet
- ▶ Internet Vocabulary
- ▶ Cable Internet Service & Connection
- ▶ Web Browser
- ▶ Format of URL Web Address
- ▶ Finding Stuff on the Internet

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Popular Uses of the Internet

To do this	What to use
▶ View Websites	▶ Browsers: Firefox, Chrome, Safari, Opera
▶ Send & receive messages & documents	▶ Gmail, Outlook, Yahoo
▶ Send and receive short text messages	▶ Cell phone carriers
▶ Locate places on a map & get directions	▶ Google maps, Mapquest, Rand McNally

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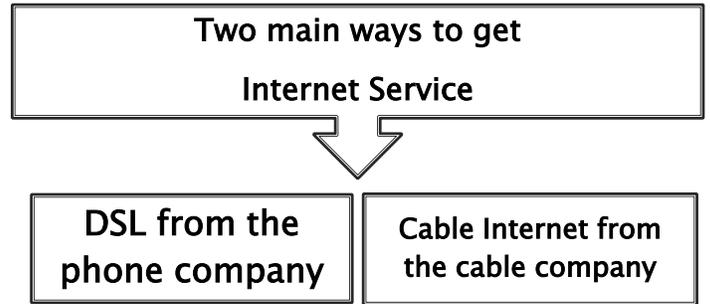
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Internet Vocabulary

- ▶ Website: One organization's location on the Web.
- ▶ Browser: Software used to explore or "surf" the Web.
- ▶ URL: Address used to go to a website.
- ▶ Link: Text or picture when clicked with your mouse takes you quickly to a website.
 - www.nytimes.com

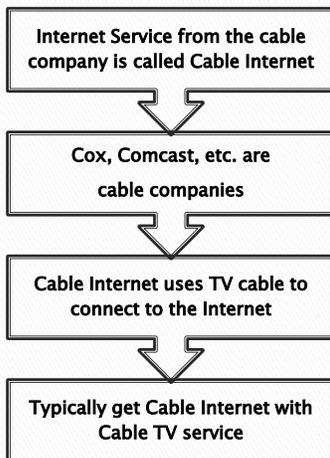
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How Do I Get Internet Service?



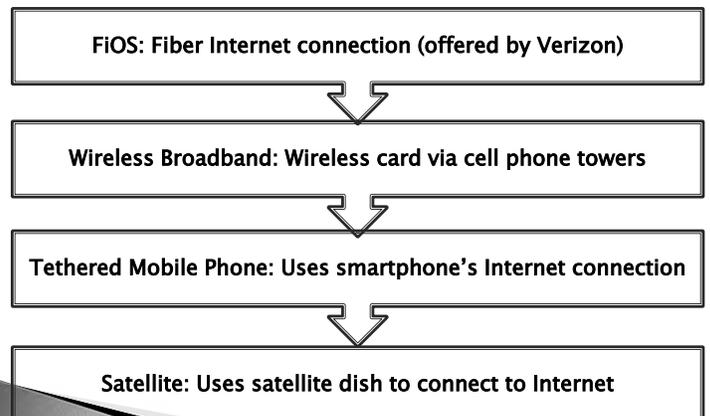
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Cable Connection



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Other Types of Internet Service



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Connecting to the Internet

- ▶ Computer connects with cables to router



OR

- ▶ Computer connects wirelessly to router = Wi-Fi



- ▶ Caveats, snooping, intercepting signals

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Web Browsers

- ▶ An Application used to view web pages and navigate websites on the Internet
- ▶ Opera, Firefox, Safari, Chrome, Microsoft Edge



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MS Edge Web browser

Parts to a Browser Window



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Navigating Backward & Forward



- ▶ While browsing the internet, the Browser remembers websites visited.
- ▶ Use Back Button to return to previous sites.
- ▶ Use Forward Button to go in reverse direction.
- ▶ Often, when opening a new link, the website will appear in a new Tab or window.

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Format of URL Web Address

www.washingtonpost.com

Often starts with "www" = Worldwide Web

Domain Name

Type of website

- Commercial (.com)
- Non-profit (.org)
- Educational (.edu)
- Government (.gov)

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SEARCHING on the Internet

Question: Over 10 billion websites, how do I find the right one?

Answer: Use a search engine & key words.



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SEARCHING the Internet (cont'd)

- ▶ For example, find information about the Amazon River in South America.
- ▶ In the search box, key in Amazon River.



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Interpreting Search Results

- Results page shows hundreds of websites or "hits."
- Each "hit" shows:
 - Blue link that takes you to the website.
 - Sample of text from the website.
 - URL of the website (in green).

One of the hits



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Your Turn on the Internet

- ▶ Find the name and height of the tallest mountain in the world.
- ▶ Find the name of the winner of the World Cup.
- ▶ Find an image of the Washington Wizards logo.
- ▶ Using Google maps, find directions from Arlington City (your address in this building) to a Harris Teeter market.

Email Communications

- ▶ Email is a way to send electronic messages to anyone in the world instantly.
- ▶ Email Services:
 - Gmail
 - Outlook (reinvented Hotmail)
 - Yahoo!
 - AOL Mail

PC Magazine
<http://www.pcmag.com/article2/0,2817,2408983,00.asp>

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Email Security

- ▶ Most common way for a computer to be infected with a virus or get hacked.
- ▶ Be wary of suspicious looking emails
 - “You just won a prize!”
 - “Your account has been locked.”
 - Pay attention to poor grammar, awkward, and unprofessional writing—signs of potential danger.
- ▶ NEVER
 - Open an email from someone you don’t know
 - Open attachments that end in .exe .com .bat
 - Click on links inside emails

Email Addresses

- ▶ Must use an email address to send message to another person.
- ▶ Contains a username and a domain separated by the ‘@’ symbol.
- ▶ The ‘@’ symbol stands for the word “at.”
- ▶ Example: john.smith@gmail.com

Email Address vs. URL

- ▶ Email Address
 - Identifies a person or entity
 - Always has the @ symbol
 - Shows the email service provider
 - Example: **john.smith@gmail.com**
- ▶ URL
 - Identifies a website
 - Usually begins with www, name of website, extension
 - Example: **www.carpentersshelter.org**

Sign Up/Sign In to Email

- ▶ If you already have an email account, sign into your account.
- ▶ If you don’t have an email account, create one by going to www.gmail.com
 - Click “Create an Account” button **CREATE AN ACCOUNT**
 - Enter a name, username, and create a password.
 - Make sure your password has at least 10 characters with lower case, upper case, and special characters.
 - See next slide.

Create Strong Passwords

- ▶ At least 10 characters with lower case, upper case, and special characters !@#\$\$%&
- ▶ Can create a unique phrase or sentence that no one knows or is published.
- ▶ No birthdates, 12345, ABCDE, social security #.
- ▶ Write down each password and place somewhere safe.

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Compose an Email

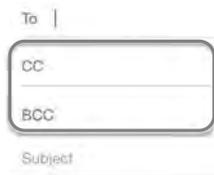
- ▶ Click on the Compose button 

- ▶ Three parts to an email:
 - To, Subject, and Message



CC and BCC

- ▶ Carbon Copy (CC)
 - Send a copy of the email to your supervisor.
- ▶ Blind Carbon Copy (BCC)
 - Send a copy of the email to your supervisor, but do not want the client to know.
 - Not recommended to do. Can **forward** a copy to your supervisor afterwards.



Reply, Reply All, Forward

- ▶ Reply – send an email **back to someone** who sent you an email.
- ▶ Reply All – send an email back to **everyone** who was on the email.
- ▶ Forward – send an email that you received to **someone else**.



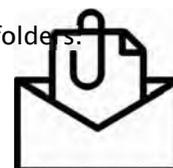
Exercise

- ▶ Send an email to someone in class.
- ▶ Ask them “What is your favorite restaurant?”
- ▶ Open the email that you receive.
- ▶ Reply with the name of your favorite restaurant.

Attachments



- ▶ Email can be used to send files.
 - Documents, Spreadsheets, Presentations, Images.
- ▶ File size typically limited to 20–25 MB (megabytes).
- ▶ Click ‘Attach a file’ button and locate the file.
 - Typically in ‘Documents’ or ‘Pictures’ folders.
 - Drag & Drop feature available.



Exercise

- ▶ Create a Word document
 - Type three sentences describing your dream job.
 - Save the document as 'Resume' in 'Documents' folder.
- ▶ Compose and send an email to someone in class with 'Resume' document attached.

Email Etiquette

- ▶ Resist using Reply All unless applicable. Just use Reply.
- ▶ Don't use BCC (may make message look suspicious).
- ▶ Don't forward "chain letters" or jokes (especially at the office).
- ▶ Don't send anything negative about a person or your company. Why?
 - Any email you send at work may be read by your employer.

Email Etiquette (cont'd)

- ▶ Don't send anything in an email you would be uncomfortable seeing on the front page of a newspaper.
- ▶ Emails can get forwarded to anyone anywhere.
- ▶ NEVER open email attachments from people you don't know.
 - Most common way to infect a computer virus.

Voice over IP (VoIP)/Chat Communications

- ▶ Voice over IP and Chat tools are a way to communicate with someone on another computer or Smart Phone
- ▶ Applications include: SKYPE, G-Chat and Google Video, Facebook Messenger, WhatsApp, Face Time, etc.



Voice over IP (VoIP)/Chat Communications (cont'd)

- ▶ Applications have many similar features and allow you to chat or share video or have person to person video chats, live
- ▶ Applications are available for free and downloadable to your desktop
- ▶ To enjoy enhanced features you can pay extra

Turning Off your Computer



APAH Lesson 3

Advanced Internet Topics

Agenda

- › Arlington Co. Dept. of Human Services website
- › Arlington Co. Government Website
- › “Common Sense Media” (resources for families/parents)
- › Library Websites & resources
- › “Lynda.com” free to residents with library card
- › Resume resources and websites
- › Job Searching hints
- › Applying for jobs online

Arlington Co. Human Services Main page

- › Multi purpose site for all your needs
 - <https://departments.arlingtonva.us/dhs>



Arlington Co. Human Services (Cont'd)

- › “Cards” displaying varied content of interest



Arlington Co. Human Services Website (Cont'd)

- › The Resident Housing link was selected.



Arlington Co. Govt. Website

- › URL of website: <https://www.arlingtonva.us/>



Arlington Human Services Website (Cont'd)

- ▶ Many aspects of site available in Spanish



Common Sense Media - Why?

- ▶ Website to assist with families with Children URL: <https://www.commonsensemedia.org/>



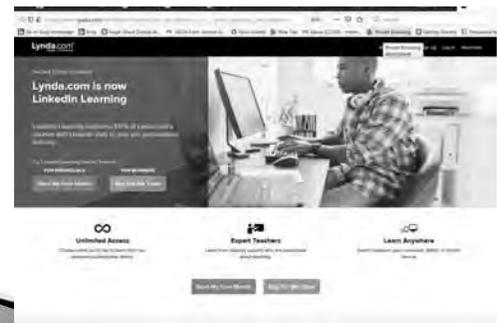
Common Sense Media

- ▶ Independent Non-profit organization that attempts to assist families and their kids in navigating the web and all data out there,
- ▶ Provide Movie and Book Reviews,
- ▶ Best movies for kids along with reviews,
- ▶ Age appropriate information on media.



Arlington Library "Lynda" Website

- ▶ Lynda.com is a learning website available to Arlington County residents with a valid library card (Now run by *LinkedIn* learning)



"Lynda.com" Website (Cont'd)

- ▶ On line courses, certifications, Learn software, creative, and business skills to achieve your personal and professional goals. Join today to get access to thousands of courses.



Resume Resources

- ▶ Get assistance with writing your resume from many sources on line.



Resume Resources

- ▶ Get assistance with writing your resume from many sources on line. Indeed.com:



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Resume Resources

- ▶ Get assistance with writing your resume from many sources on line.
- ▶ **Monster.com:** <https://www.monster.com/career-advice/article/resume-writing-help>
- ▶ **Indeed.com:** <https://www.indeed.com/forum/gen/Resume-Tips/Do-professional-resume-writers-really-help/t533665>
- ▶ **Create a Free Resume online:** <https://resume-help.org/>



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Applying online for jobs

- ▶ **Linked In,**
- ▶ **USA.gov**
- ▶ **Indeed.com**
- ▶ **Careerbuilder.com**
- ▶ **Monster.com**



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Job Searching hints

- ▶ Sign up for Linked In with your resume
- ▶ Have a professional email address not a frivolous one,
- ▶ Go to job fairs with copies of your resume,
- ▶ Target each application to the job opportunity
- ▶ Use online learning like Lynda.com to develop your skills and marketability,
- ▶ Practice job interviewing with a mentor or friend or teacher.
- ▶ Research, research!!!

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Applying online for jobs (cont'd)

- ▶ **DO's:**
- ▶ Check company website and apply from that site
- ▶ Tailor your resume to that position. Good idea to have a couple of resumes, why?
- ▶ Update your Linked-In site, as people will solicit job offers to you. Examples
- ▶ Write a cover letter for the job and attach it with your application if possible.

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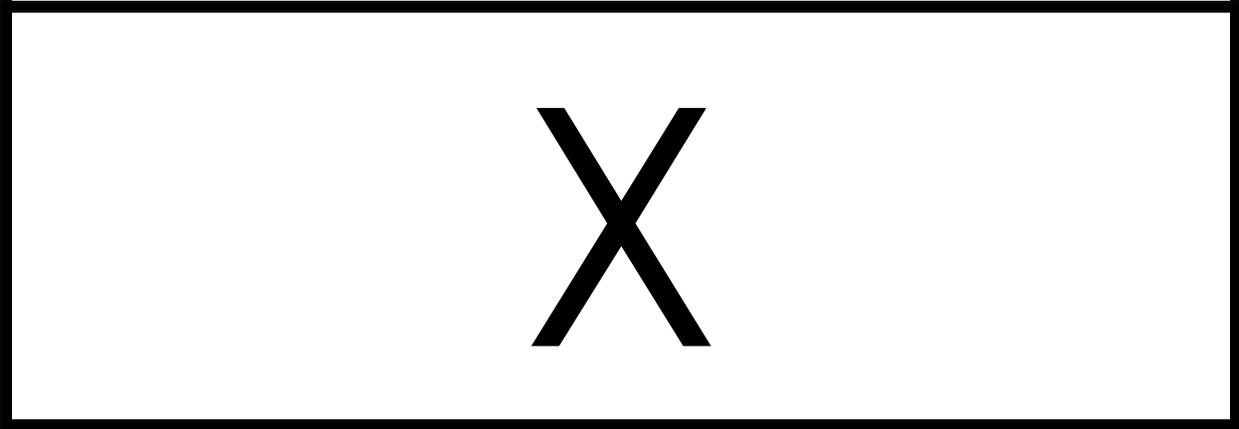
Applying online for jobs (cont'd)

- ▶ **DONT's:**
- ▶ Type lazily, make spelling mistakes (no excuses) and that grammar is correct. First impressions!
- ▶ Never use 'auto fill' when applying, why?
- ▶ Leave any blanks, always complete the entire application,
- ▶ Save your work as you go along,
- ▶ There is a lot of competition out there, put your best foot forward at all times!

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Turning Off your Computer





X

Marketing Plan

For units meeting accessibility requirements of HUD section

504

Braddock Nine
(Braddock Nine Limited Partnership)
Fairfax County, Virginia

Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the "Marketing Plan") has been designed to convey to current and potential residents with disabilities that **Braddock Nine** will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and provide effective management and maintenance of the property.

Braddock Nine Development LLC, the General Partner ("Managing Member") of Braddock Nine Limited Partnership ("Applicant"), will engage a VHDA-approved and qualified property management firm (the "Property Manager") to manage the operations of Braddock Nine. The Property Manager will be responsible for all of the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, the Property will be home to a variety of community and resident services programs.

I. Affirmative Marketing

The **Property Manager** is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the United States of America and will actively promote fair housing in the development and marketing of this project. The **Property Manager**, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3601, et. Seq.).

When a Section 504 unit becomes vacant, the Property Manager will work to fill the unit with a qualified household. Marketing will include outreach to partner organizations and advertisement in standard marketing vehicles (e.g. Craigslist). Any unit which is designated as a unit for people with disabilities and that conforms to Section 504 of the Rehabilitation Act will be held vacant for sixty days (60). The Property Manager will document its marketing efforts to find households with qualified disabilities during this time period. If a qualified tenant is not found, the marketing evidence will be submitted to VHDA's Program Compliance Officer and the manager will request approval to rent the unit to any income-qualified household. If the request is approved, the lease will contain a provision stating that the household must agree to move to a vacant unit at the same property if a household including a person with a disability applies for the unit, and that the move will be paid for by the Property Owner.

However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and the Property Manager can provide sufficient documentation to VHDA's Compliance Officer, the Property Manager may request the ability to lease 60-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the Property Owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

Unless prohibited by an applicable federal subsidy program, a "first preference" will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth. The Property Manager will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS), Virginia Department of Behavioral Health and Developmental Services (DBHDS), or any other agency approved by the Authority. The Property Manager will retain a tenant verification letter and Acknowledgement and Settlement Agreement of Target Population Status.

Target population units will be confirmed by VHDA.

II. Marketing and Outreach

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

1. Networking

The Property Manager will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

ENDependence Center of Northern Virginia – Ashburn - (Area Center for Independent Living)
44121 Harry Byrd Hwy
Ashburn, VA 20147
(571)291-9550

Virginia Board for People with Disabilities
Washington Building
1100 Bank Street, 7th Floor
Richmond, VA 23219
(804) 786-0016

Fairfax Area Disability Services Board
12011 Government Center Parkway, Suite 708
Fairfax, VA 22035
(703) 324-7948 x 711

DARS – Virginia Department for Aging and Rehabilitative Services
5904 Old Richmond Highway, Suite 410
Alexandria, VA 22303
(703) 960-3411

Fairfax County Department of Family Services - Children and Families
12011 Government Center Parkway, Pennino Building
Fairfax, VA 22035

(703) 324-7500

Fairfax-Falls Church Community Services Board
8221 Willow Oaks Corporate Drive
Fairfax, Virginia 22031
(703) 383-8500

Healthworks for Northern Virginia
163 Fort Evans Road, N.E.
Leesburg, VA 20176
(703) 443-2000

Fairfax Area Commission on Aging
12011 Government Center Parkway, Suite 708
Fairfax, VA 22035
(703) 324-7948 x 711

Pathway Homes
10201 Fairfax Blvd., Suite 200
Fairfax, VA 22030
(703) 876-0390

Community Residences
14160 Newbrook Dr.
Chantilly, VA 20151
(703) 842-2300

PRS, Inc.
10455 White Granite Drive, Suite 400
Oakton, VA 22124
(703) 536-9000

Virginia Department of Medical Assistance Services
600 East Broad Street
Richmond, VA 23219
(804) 786-7933

Virginia Department of Behavioral Health and Developmental Services
1220 Bank Street
Richmond, VA 23219
(804) 786-3921

2. Internet Search

Braddock Nine will also be listed on the following websites:

www.virginiahousingsearch.com
accessva.org
dbhds.virginia.gov
www.craigslist.org

3. Print Media

Print media sources that cater to persons with disabilities in Fairfax County will also be identified to add to those published on a regular basis by Fairfax County Department of Parks, Recreation, and Community Services. Some of the major publications include the Fairfax

County Times, Fairfax Connection, and other local newspapers published in English, Spanish, and other languages. Other sources may include, but are not limited to, rental magazines such as Apartment Shoppers Guide and Apartments for Rent.

The Property Manager will also maintain a current listing on VirginiaHousingSearch.com, including information on amenities available for the Target Population. All advertising materials will prominently feature the Equal Housing Opportunity logo type, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property. Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials may include:

- **Brochures** – A simple brochure can be produced at low cost which will effectively sell the apartments and community. This brochure will include a listing of features and amenities.
- **Flyers** – A flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics and a property description to generate traffic. From time to time as necessary, flyers should include a special offer with a deadline (e.g. "Bring this flyer with you when you visit this weekend and pay no application fee!").

III. Public and Community Relations

The Property Manager will promote Equal Housing Opportunity by ensuring that all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office.

The Managing Member participates in a public and community relations program that boosts the relationship between the Property Owner and the Property Manager, and local disability organizations, neighborhood civic organizations, social service programs, and other sources of potential qualified residents still to be identified.

IV. Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to

provide a professional leasing atmosphere, with space set aside for resident interviews and application assistance.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 5:30 P.M. subject to change based on the needs of the property and residents. Applicants will meet with the Property Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Tenant Selection Criteria

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

Tenant Selection and Qualification Criteria

A third-party credit scoring provider is used to review applicants by means of a credit scoring model to determine an applicant's ability to meet his/her rental obligations. Credit scoring utilizes a statistical model for comparing information on bill paying history, the number and type of credit accounts, late payments, outstanding debt, rental history and the age of accounts, to the performance of consumers with similar profiles. The scoring system awards points for each factor that helps predict applicant creditworthiness and the likelihood of the applicant to make payments when due. The scoring provider makes a recommendation of accept or decline based on the results.

As part of the credit approval process, each applicant is required to provide income information on the Rental Application. This information is verified via direct written contact by the leasing staff with the employer/source of income and/or written verification such as paystubs, tax returns, etc. If there is more than one applicant, the same credit approval process is performed.

Residents will also have additional qualification criteria as specifically addressed in the Affordable Housing Program.

Criminal Background Check

The Property Manager performs criminal background checks as part of the approval process for prospective residents. The criminal background check is subject to state and local landlord-tenant laws. The requirement is that a criminal background check be done on all adult occupants, as a condition of the application and as a condition of the lease agreement. Felony convictions for violent crimes against people or property, drug-related activities, weapons related activities, larceny or sex-related crimes render an individual ineligible for occupancy.

A third-party contractor is utilized to perform these background checks, which includes a review of all available criminal records, local sex offender lists, the FBI Most Wanted List and the Office of Foreign Asset Control (OFAC) list.

As a condition of their lease agreement, residents are required to acknowledge that the landlord has the right to terminate a lease or evict a resident in the event that, after the lease has commenced, there is any subsequent discovery of a crime that would have

rendered the resident ineligible for occupancy at move-in. The criminal background check policy that is implemented is subject to modification based on the Property Manager's experience with this requirement at the property.

Occupancy Standards

Both maximum and minimum per-unit occupancy standards will be established and maintained.

V. Turnover of Section 504 units

Any unit which is designated as a unit for people with disabilities and that conforms to Section 504 of the Rehabilitation Act will be held vacant for 60 days, during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and the Property Manager can provide sufficient documentation to VHDA's Compliance Officer, the Property Manager may request the ability to lease 60-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the Property Owner or Manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the Property Owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

Y

Inducement Resolution for Tax Exempt Bonds

Non VHDA loan 4% deals only

This deal does not require
information behind this tab.