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# 2023 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 16, 2023**

#### 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 2023 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 16, 2023**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

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

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

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

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

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

### Assistance:

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

### Virginia Housing LIHTC Allocation Staff Contact Information

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
JD Bondurant	<a href="mailto:jd.bondurant@virginiahousing.com">jd.bondurant@virginiahousing.com</a>	(804) 343-5725
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Pamela Freeth	<a href="mailto:pamela.swartzenberg-freeth@virginiahousing.com">pamela.swartzenberg-freeth@virginiahousing.com</a>	(804) 343-5563
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861

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## 2023 Low-Income Housing Tax Credit Application For Reservation

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

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Scanned Copy of the <b>Signed</b> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) <b>(MANDATORY)</b>                                  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>   |
| <input type="checkbox"/>            | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>  |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>   |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>  |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b>                            |
| <input type="checkbox"/>            |  |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>   |
|                                     | The following documents need not be submitted unless requested by Virginia Housing:  |
|                                     | -Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status   |
|                                     | -Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)   |
| <input type="checkbox"/>            | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY)</b>   |
|                                     | Tab K: Documentation of Development Location:  |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification  |
| <input checked="" type="checkbox"/> | K.2 Location Map   |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation   |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter   |
| <input type="checkbox"/>            | Tab M: Locality CEO Response Letter  |
| <input type="checkbox"/>            | Tab N: Homeownership Plan  |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter  |
| <input checked="" type="checkbox"/> | Tab P: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <input type="checkbox"/>            |  |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property  |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances  |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation   |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing  |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal  |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)   |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504  |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds  |
| <input type="checkbox"/>            | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation  |
| <input type="checkbox"/>            | Tab AA: Priority Letter from Rural Development   |
| <input type="checkbox"/>            | Tab AB: Social Disadvantage Certification  |



A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/16/2023

1. Development Name: Saint Elizabeth Apartments

2. Address (line 1): 1031 Fourqorean Lane  
 Address (line 2):  
 City: Richmond State: VA Zip: 23222

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 Richmond City

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: 110.00

7. Development is located in a Qualified Census Tract..... TRUE *Note regarding DDA and QCT*

8. Development is located in a Difficult Development Area..... FALSE

9. Development is located in a Revitalization Area based on QCT ..... TRUE

10. Development is located in a Revitalization Area designated by resolution ..... FALSE

11. Development is located in an Opportunity Zone (with a binding commitment for funding)..... FALSE

(If 9, 10 or 11 are True, Action: Provide required form in TAB K1)

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

Enter only Numeric Values below:

13. Congressional District: 4  
 Planning District: 15  
 State Senate District: 9  
 State House District: 71

14. ACTION: Provide Location Map (TAB K2)

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

A new construction, 56-unit affordable development for low-income families in the Green Park neighborhood of Richmond, VA.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/16/2023

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: Lincoln Saunders  
 Chief Executive Officer's Title: Chief Administrative Officer Phone: (804) 646-3944  
 Street Address: 900 E. Broad St  
 City: Richmond State: VA Zip: 23219

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Sharon Ebert Deputy Chief Administrative Officer

- 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:

Accessible Supportive Housing 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, 2023.

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, 2023, 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 2023 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? ..... **TRUE**  
 If True, additional Credit Request cannot exceed 10% of the prior credit award.

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

a. 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. **FALSE**

If true, provide name of companion development: [Redacted]

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

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

Total Units within 9% allocation request? **0**

Total Units within 4% Tax Exempt allocation Request? **0**

Total Units: **0**

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

**6. Extended Use Restriction**

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

**Must Select One:** **30**

**Definition of selection:**

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

7. Virginia Housing would like to encourage the efficiency of electronic payments. Indicate if developer commits to submitting any payments due the Authority, including reservation fees and monitoring fees, by electronic payment (ACH or Wire). **TRUE**

*In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.*

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: Saint Elizabeth Apartments LLC

Developer Name: Commonwealth Catholic Charities Housing Corporation

Contact: M/M ▶ Mr. First: Jason "Jay" MI:  Last: Brown

Address: 1601 Rolling Hills Drive

City: Richmond St. ▶ VA Zip: 23229

Phone: (804) 677-3641 Ext.  Fax:

Email address: jay.brown@cccova.org

Federal I.D. No. 884124321 (If not available, obtain prior to Carryover Allocation.)

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

Additional Contact: Please Provide Name, Email and Phone number.  
Charles Hall, charles.hall@cccova.org, (401) 595-8290

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

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
<u>CCC Fourqorean LLC</u>	<u>(804) 677-3641</u>	<u>Managing Member</u>	<u>0.000%</u>	<i>needs</i>
<u>Commonwealth Catholic Charities Housing Corpor</u>			<u>75.000%</u>	
<u>Co-Managing Member</u>			<u>0.000%</u>	<i>needs</i>
<u>Jay Brown</u>			<u>0.000%</u>	<i>needs</i>
<u>People Incorporated Housing Group</u>			<u>25.000%</u>	
<u>Co-Managing Member</u>			<u>0.000%</u>	<i>needs</i>
<u>Bryan Phipps</u>			<u>0.000%</u>	<i>needs</i>
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	
			<u>0.000%</u>	

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

**C. OWNERSHIP INFORMATION**

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

**ACTION:**

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

b. Indicate if at least one principal listed above with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual. **FALSE**

**ACTION:** If true, provide Socially Disadvantaged Certification **(TAB AB)**

**3. Developer Experience:**

*May select one or more of the following choices:*

**TRUE** a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.

**Action:** Provide one 8609 from qualifying development. **(Tab P)**

**TRUE** b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)

**Action:** Provide one 8609 from each qualifying development. **(Tab P)**

**FALSE** c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.

**Action:** Provide documentation as stated in the manual. **(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: 3/31/2025

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..... 3/31/2025 .
- 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: The Most Reverend Barry C. Knestout, Bishop of the Catholic Diocese of Richmond, Virginia

Address: 7800 Carousel Lane

City: Richmond St.: VA Zip: 23294

Contact Person: Mike McGee Phone: (804) 359-9159

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.)

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
			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.

- Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Disabled Veteran as defined in manual.

**ACTION:** Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

1. Tax Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 77, Washington DC 20005		
Email:	ehoffman@kleinhornig.com	Phone:	202-842-0125
2. Tax Accountant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
5. Contractor:	Andy Beach	This is a Related Entity.	FALSE
Firm Name:	UrbanCore Construction	DEI Designation?	FALSE
Address:	409 E Main Street, Suite 100, Richmond, VA 23219		
Email:	abeach@urbancoreva.com	Phone:	804-212-6515
6. Architect:	Burt Pinnock	This is a Related Entity.	FALSE
Firm Name:	Baskervill	DEI Designation?	FALSE
Address:	1051 E Cary Street, Richmond, VA 23219		
Email:	bpinnock@baskervill.com	Phone:	804-728-3039
7. Real Estate Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 77, Washington DC, 20005		
Email:	ehoffman@kleinhornig.com	Phone:	202-842-0125
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:	Hunter Snellings	This is a Related Entity.	FALSE
Firm Name:	People Incorporated Housing Group	DEI Designation?	FALSE
Address:	1173 West Main Street, Abingdon, VA 24210		
Email:	hsnellings@peopleinc.net	Phone:	276-608-7355



**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

a. Credits are being requested for existing buildings being acquired for development..... **FALSE**

**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal

b. This development has received a previous allocation of credits..... **FALSE**

If so, when was the most recent year that this development received credits? .... **0**

c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **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)

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, skip 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: Applicant

Name: Commonwealth Catholic Charities Housing Corporatio

Contact Person: Jason "Jay" Brown

Street Address: 1601 Rolling Hills Drive

City: Richmond State: VA Zip: 23229

Phone: (804) 677-3641 Contact Email: jay.brown@cccofva.org

G. NONPROFIT INVOLVEMENT

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 75.0%

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. See manual for more specifics.

Action: Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. (TAB V) Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: Commonwealth Catholic Charities Housing Corporation

or indicate true if Local Housing Authority..... FALSE

Name of Local Housing Authority

B. 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 is required to waive the right to pursue a Qualified Contract.

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	56	bedrooms	114
Total number of <b>rental</b> units in development	56	bedrooms	114
Number of low-income rental units	56	bedrooms	114
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	56	bedrooms	114
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.....			52,585.63 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			4,170.09 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			48,415.54 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			100.00%
i. Exact area of site in acres .....	3.315		
j. Locality has approved a final site plan or plan of development.....			TRUE
<b>If True, Provide required documentation (TAB O).</b>			
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....			FALSE

**Definition:**

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



**H. STRUCTURE AND UNITS INFORMATION**

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

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

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

i. Roof Type	▶	Pitched
j. Construction Type	▶	Frame
k. Primary Exterior Finish	▶	Combination

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

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

l. Describe Community Facilities:	On-site rental office with community room
-----------------------------------	---

m. Number of Proposed Parking Spaces	76
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: (MANDATORY)**

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

Project Wide Capture Rate - LIHTC Units	1.48%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	1.48%
Project Wide Absorption Period (Months)	5



**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 corresponding options selected below.

**REQUIRED:**

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

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 50.00% b1. Percentage of brick covering the exterior walls.
- 50.00% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering 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.
- FALSE e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2022 Cycles*
- 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.
- FALSE k. Cooking surfaces are equipped with fire prevention features
- or
- TRUE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- 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.
- 0% r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants)

**J. ENHANCEMENTS**

**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:**

**FALSE** a. All cooking ranges have front controls.

**FALSE** b. Bathrooms have an independent or supplemental heat source.

**FALSE** c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

**FALSE** d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

**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:

**TRUE** Earthcraft Gold or higher certification

**FALSE** National Green Building Standard (NGBS) certification of Silver or higher.

**FALSE** U.S. Green Building Council LEED certification

**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.)

**TRUE** Zero Energy Ready Home Requirements

**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.

**22** b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

39% 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]

BFP

**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/ Electric? | <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	14	16	19	21	0
Air Conditioning	8	9	13	17	0
Cooking	57	58	61	64	0
Lighting	20	24	33	42	0
Hot Water	13	15	19	24	0
Water	25	27	40	60	0
Sewer	36	38	54	78	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$173	\$187	\$239	\$306	\$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

Action: Provide appropriate documentation (Tab X)

TRUE

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

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

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

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

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

FALSE

b. Any development in which ten percent (10%) 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 the application for credits.

For items a or b, all common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.

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

2. Special Housing Needs/Leasing Preference:

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

FALSE

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

FALSE

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

TRUE

Supportive Housing (as described in the Tax Credit Manual)

Action: Provide Permanent Supportive Housing Certification (Tab S)

K. SPECIAL HOUSING NEEDS

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: Richmond Redevelopment and Housing Authority

Contact person: Kenyatta Green

Title: Senior Vice President of Affordable Housing

Phone Number: (804) 780-3491

Action: Provide required notification documentation (TAB L)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 12
% of total Low Income Units 21%

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

Action: Provide documentation of tenant disclosure regarding Virginia Housing Rental Education (Mandatory - Tab U)

4. 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: Jason "Jay"

Last Name: Brown

Phone Number: (804) 677-3641 Email: jay.brown@cccova.org

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**K. SPECIAL HOUSING NEEDS**

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**K. SPECIAL HOUSING NEEDS**

**5. Resident Well-Being**      **Action:** Provide appropriate documentation for any selection below (**Tab S**)

- FALSE      a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services (as defined in the manual).
- FALSE      b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- FALSE      c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

**6. Rental Assistance**

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

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

- FALSE      Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE      Section 8 New Construction Substantial Rehabilitation
- FALSE      Section 8 Moderate Rehabilitation
- FALSE      Section 811 Certificates
- TRUE      Section 8 Project Based Assistance
- FALSE      RD 515 Rental Assistance
- FALSE      Section 8 Vouchers  
\*Administering Organization: \_\_\_\_\_
- FALSE      State Assistance  
\*Administering Organization: \_\_\_\_\_
- FALSE      Other: \_\_\_\_\_

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

i. If True above, how many of the 30% units will not have project based vouchers? 0

d. Number of units receiving assistance: 14  
 How many years in rental assistance contract? 15.00  
 Expiration date of contract: 12/31/2037  
 There is an Option to Renew..... TRUE

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

e. How many of the units in this development are already considered Public Housing? 0

**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 three 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), (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), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

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

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
14	25.00%	40% Area Median
14	25.00%	50% Area Median
28	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
56	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
14	25.00%	40% Area Median
14	25.00%	50% Area Median
28	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
56	100.00%	<b>Total</b>

- b. The development plans to utilize average income..... **FALSE**  
 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.

**BFP** 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	Efficiency	50% AMI	2		300.97	\$767.00	\$1,534
Mix 2	1 BR - 1 Bath	40% AMI	2	2	424.97	\$996.00	\$1,992
Mix 3	1 BR - 1 Bath	50% AMI	3		358.01	\$806.00	\$2,418
Mix 4	1 BR - 1 Bath	60% AMI	3		358.01	\$995.00	\$2,985
Mix 5	2 BR - 2 Bath	40% AMI	2	2	622.72	\$1,097.00	\$2,194
Mix 6	2 BR - 2 Bath	40% AMI	2	2	630.66	\$1,097.00	\$2,194
Mix 7	2 BR - 2 Bath	50% AMI	1	1	622.72	\$961.00	\$961
Mix 8	2 BR - 2 Bath	50% AMI	4		622.73	\$961.00	\$3,844
Mix 9	2 BR - 2 Bath	50% AMI	4		808.01	\$961.00	\$3,844
Mix 10	2 BR - 2 Bath	60% AMI	1	1	630.66	\$1,188.00	\$1,188
Mix 11	2 BR - 2 Bath	60% AMI	2		592.52	\$1,188.00	\$2,376
Mix 12	2 BR - 2 Bath	60% AMI	2		646.19	\$1,188.00	\$2,376



**L. UNIT DETAILS**

Mix 13	2 BR - 2 Bath	60% AMI	3		676.84	\$1,188.00	\$3,564
Mix 14	2 BR - 2 Bath	60% AMI	3		658.13	\$1,188.00	\$3,564
Mix 15	2 BR - 2 Bath	60% AMI	2		658.13	\$1,188.00	\$2,376
Mix 16	2 BR - 2 Bath	60% AMI	2		556.17	\$1,188.00	\$2,376
Mix 17	2 BR - 2 Bath	60% AMI	2		905.76	\$1,188.00	\$2,376
Mix 18	2 BR - 2 Bath	60% AMI	4		642.06	\$1,188.00	\$4,752
Mix 19	3 BR - 2 Bath	40% AMI	4	4	1350.23	\$1,421.00	\$5,684
Mix 20	3 BR - 2 Bath	40% AMI	2		997.60	\$1,421.00	\$2,842
Mix 21	3 BR - 2 Bath	40% AMI	2		1045.89	\$1,421.00	\$2,842
Mix 22	3 BR - 2 Bath	60% AMI	3		905.76	\$1,364.00	\$4,092
Mix 23	3 BR - 2 Bath	60% AMI	1		1045.89	\$1,364.00	\$1,364
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
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Mix 51							\$0
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Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0

**L. UNIT DETAILS**

Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
Mix 73									\$0
Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
Mix 77									\$0
Mix 78									\$0
Mix 79									\$0
Mix 80									\$0
Mix 81									\$0
Mix 82									\$0
Mix 83									\$0
Mix 84									\$0
Mix 85									\$0
Mix 86									\$0
Mix 87									\$0
Mix 88									\$0
Mix 89									\$0
Mix 90									\$0
Mix 91									\$0
Mix 92									\$0
Mix 93									\$0
Mix 94									\$0
Mix 95									\$0
Mix 96									\$0
Mix 97									\$0
Mix 98									\$0
Mix 99									\$0
Mix 100									\$0
<b>TOTALS</b>				56	12				\$63,738

<b>Total Units</b>	<b>56</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>39,624.80</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>39,624.80</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$3,000
2. Office Salaries			\$0
3. Office Supplies			\$2,500
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$45,000
	6.30% of EGI	\$803.57	Per Unit
6. Manager Salaries			\$65,000
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$4,000
9. Auditing			\$8,000
10. Bookkeeping/Accounting Fees			\$3,000
11. Telephone & Answering Service			\$5,000
12. Tax Credit Monitoring Fee			\$2,500
13. Miscellaneous Administrative			\$24,960
<b>Total Administrative</b>			<b>\$162,960</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$3,500
16. Water			\$3,000
17. Gas			\$0
18. Sewer			\$3,000
<b>Total Utility</b>			<b>\$9,500</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$1,000
21. Janitor/Cleaning Contract			\$10,000
22. Exterminating			\$6,000
23. Trash Removal			\$6,000
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$5,000
27. Grounds Contract			\$10,000
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$7,500
30. Repairs Contract			\$15,000
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$3,500
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$2,000
35. Decorating/Payroll/Contract			\$7,500
36. Decorating Supplies			\$0
37. Miscellaneous			\$0
<b>Totals Operating &amp; Maintenance</b>			<b>\$73,500</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$75,000
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$19,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$18,333
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$112,333</b>

<b>Total Operating Expense</b>	<b>\$358,293</b>
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<b>Total Operating Expenses Per Unit</b>	<b>\$6,398</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>50.15%</b>
--	----------------	--	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$16,800</b>
---	-----------------

<b>Total Expenses</b>	<b>\$375,093</b>
-----------------------	------------------

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

## N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	3/16/2021	Jason Brown
b. Site Acquisition	11/1/2023	Jason Brown
c. Zoning Approval	3/8/2021	Charles Hall
d. Site Plan Approval	3/8/2021	Charles Hall
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	7/1/2023	Jason Brown
ii. Conditional Commitment	9/15/2023	Jason Brown
iii. Firm Commitment	11/1/2023	Jason Brown
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	7/1/2023	Jason Brown
ii. Conditional Commitment	9/15/2023	Jason Brown
iii. Firm Commitment	11/1/2023	Jason Brown
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	7/1/2023	Jason Brown
ii. Conditional Commitment	9/15/2023	Jason Brown
iii. Firm Commitment	11/1/2023	Jason Brown
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>	3/8/2021	Erik Hoffman
<b>3. IRS Approval of Nonprofit Status</b>	5/17/2019	Jason Brown
<b>4. Closing and Transfer of Property to Owner</b>	11/1/2023	Jason Brown
<b>5. Plans and Specifications, Working Drawings</b>	5/15/2023	Burt Pinnock
<b>6. Building Permit Issued by Local Government</b>	7/1/2023	Andy Beach
<b>7. Start Construction</b>	11/15/2023	Andy Beach
<b>8. Begin Lease-up</b>	10/15/2024	TBD
<b>9. Complete Construction</b>	1/15/2025	Andy Beach
<b>10. Complete Lease-Up</b>	4/15/2025	TBD
<b>11. Credit Placed in Service Date</b>	4/15/2025	Jason Brown

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>Must Use Whole Numbers Only!</b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	9,450,000	0	0	9,450,000
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	9,450,000	0	0	9,450,000
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	2,300,000	0	0	1,600,000
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	2,300,000	0	0	1,600,000
<b>Total Structure and Land</b>	11,750,000	0	0	11,050,000
r. General Requirements	499,375	0	0	499,375
s. Builder's Overhead ( 4.3% Contract)	499,375	0	0	499,375
t. Builder's Profit ( 1.3% Contract)	146,875	0	0	146,875
u. Bonds	148,000	0	0	148,000
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <input type="checkbox"/>	0	0	0	0
z. Other 2: <input type="checkbox"/>	0	0	0	0
aa. Other 3: <input type="checkbox"/>	0	0	0	0
<b>Contractor Costs</b>	<b>\$13,043,625</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,343,625</b>

**O. PROJECT BUDGET - OWNER COSTS**

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	171,800	0	0	171,800
b. Architecture/Engineering Design Fee \$5,975 /Unit)	334,575	0	0	334,575
c. Architecture Supervision Fee \$2,084 /Unit)	116,725	0	0	116,725
d. Tap Fees	299,650	0	0	299,650
e. Environmental	10,000	0	0	10,000
f. Soil Borings	15,200	0	0	15,200
g. Green Building (Earthcraft, LEED, etc.)	50,000	0	0	50,000
h. Appraisal	7,500	0	0	0
i. Market Study	10,000	0	0	10,000
j. Site Engineering / Survey	150,000	0	0	150,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	175,886	0	0	112,200
n. Construction Interest ( 6.0% for 20 months)	996,000	0	0	700,000
o. Taxes During Construction	15,000	0	0	12,500
p. Insurance During Construction	125,000	0	0	70,000
q. Permanent Loan Fee ( 0.0% )	178,504	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	40,000	0	0	0
t. Cost Certification Fee	20,000	0	0	0
u. Accounting	5,000	0	0	0
v. Title and Recording	60,000	0	0	15,000
w. Legal Fees for Closing	155,000	0	0	50,000
x. Mortgage Banker	50,000	0	0	0
y. Tax Credit Fee	74,045			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	30,000	0	0	30,000
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	479,000	0	0	0
ad. Contingency	649,000	0	0	649,000
ae. Security	0	0	0	0
af. Utilities	25,000	0	0	25,000

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify: Rent up Reserve	48,000	0	0	0
(2) Other* specify: Soft Cost Contingency	180,000	0	0	130,000
(3) Other* specify:	0	0	0	0
(4) Other* specify:	0	0	0	0
(5) Other* specify:	0	0	0	0
(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
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$4,470,885</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,951,650</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$17,514,510</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,295,275</b>
<b>3. Developer's Fees</b>	<b>1,100,000</b>	<b>0</b>	<b>0</b>	<b>1,100,000</b>
<b>Action:</b> Provide Developer Fee Agreement (Tab A)				
<b>4. Owner's Acquisition Costs</b>				
Land	10,001			
Existing Improvements	0	0		
Subtotal 4:	\$10,001	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	<b>\$18,624,511</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,395,275</b>

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:**

**\$1,831,961**

Proposed Development's Cost per Sq Foot \$354 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$497

Proposed Development's Cost per Unit \$332,402 **Meets Limits**  
 Applicable Cost Limit per Unit: \$533,792



**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	18,624,511	0	0	16,395,275
<b>2. Reductions in Eligible Basis</b>				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
<b>3. Total Eligible Basis (1 - 2 above)</b>		0	0	16,395,275
<b>4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)</b>				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	4,918,583
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			0	21,313,858
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		0	0	21,313,858
<b>7. Applicable Percentage</b> <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		9.00%	9.00%	9.00%
<b>8. Maximum Allowable Credit under IRC §42</b> (Qualified Basis x Applicable Percentage) <i>(Must be same as BIN total and equal to or less than credit amount allowed)</i>		\$0	\$0	\$1,918,247
		\$1,918,247 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.	TBD				
2.					
3.					
Total Construction Funding:				\$0	

**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 <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period <i>IN YEARS</i>	Term of Loan (years)
1.	VHDA Taxable	7/1/2023		\$3,005,000	\$217,858	6.50%	35	35
2.	VHDA REACH	7/1/2023		\$1,515,000	\$69,459	2.95%	35	35
3.	VHDA Match	7/1/2023		\$300,000		0.00%	0	0
4.	National HTF	10/30/2021	3/14/2023	\$800,000	\$4,000	0.50%	10000	10000
5.	Virginia HTF	10/30/2021	3/14/2023	\$900,000	\$4,500	0.50%	10000	10000
6.	HIEE	4/4/2023		\$1,751,451				
7.	City of Richmond	2/14/2023		\$900,000				
8.								
9.								
10.								
Total Permanent Funding:				\$9,171,451	\$295,817			

**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.	National Housing Trust Fund	3/14/2023	\$800,000
2.	Virginia Housing Trust Fund	3/14/2023	\$900,000
3.	Catholic Diocese of Richmond	3/16/2021	\$376,999
4.			
5.			
Total Subsidized Funding			\$2,076,999

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$1,515,000
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$800,000
j.	Virginia Housing Trust Fund	\$900,000
k.	Other: VHDA Match	\$300,000
l.	Other: HIEE	\$1,751,451

Market-Rate Loans

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

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

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

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

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

[Empty text box for listing financing and credit enhancements]

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

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

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

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

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

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit					
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$374,608	(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** \$374,608

**2. Equity Gap Calculation**

a. Total Development Cost	\$18,624,511
b. Total of Permanent Funding, Grants and Equity	- <u>\$9,546,059</u>
c. Equity Gap	\$9,078,452
d. Developer Equity	- <u>\$907</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$9,077,545

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

a. Actual or Anticipated Name of Syndicator:	▶ Virginia Community Development Corporation (VCDC)		
Contact Person:	Jen Wickham	Phone:	(804) 343-1200
Street Address:	1840 W Broad St, Suite 200		
City:	Richmond	State:	VA
		Zip:	23220

b. Syndication Equity

i. Anticipated Annual Credits	\$1,043,500.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.870
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	\$1,043,396
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$9,077,545

c. Syndication:	Private
d. Investors:	Corporate

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$9,077,545

**5. Net Equity Factor**

Must be equal to or greater than 85% 87.0000272667%

**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>\$18,624,511</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$9,546,059</u>
3. Equals Equity Gap		<u>\$9,078,452</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>87.0000272667%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$10,434,999</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,043,500</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,918,247</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,043,500</u>
Credit per LI Units		<u>\$18,633.9286</u>
Credit per LI Bedroom		<u>\$9,153.5088</u>
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$1,043,500</b>

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units	\$63,738
Plus Other Income Source (list): <u>Fees</u>	<u>\$280</u>
Equals Total Monthly Income:	<u>\$64,018</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$768,216</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$53,775</u>
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b><u>\$714,441</u></b>

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

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

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

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

a. Annual EGI Low-Income Units	\$714,441
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$714,441
d. Total Expenses	\$375,093
e. Net Operating Income	\$339,348
f. Total Annual Debt Service	\$295,817
g. Cash Flow Available for Distribution	\$43,531

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	714,441	728,730	743,304	758,170	773,334
Less Oper. Expenses	375,093	386,346	397,936	409,874	422,170
Net Income	339,348	342,384	345,368	348,296	351,163
Less Debt Service	295,817	295,817	295,817	295,817	295,817
Cash Flow	43,531	46,567	49,551	52,479	55,346
Debt Coverage Ratio	1.15	1.16	1.17	1.18	1.19

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	788,800	804,576	820,668	837,081	853,823
Less Oper. Expenses	434,836	447,881	461,317	475,157	489,411
Net Income	353,965	356,696	359,351	361,925	364,412
Less Debt Service	295,817	295,817	295,817	295,817	295,817
Cash Flow	58,148	60,879	63,534	66,108	68,595
Debt Coverage Ratio	1.20	1.21	1.21	1.22	1.23

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	870,899	888,317	906,084	924,205	942,690
Less Oper. Expenses	504,094	519,216	534,793	550,837	567,362
Net Income	366,806	369,101	371,291	373,369	375,328
Less Debt Service	295,817	295,817	295,817	295,817	295,817
Cash Flow	70,989	73,284	75,474	77,552	79,511
Debt Coverage Ratio	1.24	1.25	1.26	1.26	1.27

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: 14

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

Please help us with the process:  
**DO NOT use the CUT feature**  
**DO NOT SKIP LINES BETWEEN BUILDINGS**

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		4	0	Fourqorean Lane Building 1		Richmond	VA	23222				\$0				\$0	\$1,522,418	11/15/24	9.00%	\$137,018
2.		4	0	Fourqorean Lane Building 2		Richmond	VA	23222				\$0				\$0	\$1,522,418	11/15/24	9.00%	\$137,018
3.		4	0	Fourqorean Lane Building 3		Richmond	VA	23222				\$0				\$0	\$1,522,418	11/15/24	9.00%	\$137,018
4.		4	0	Fourqorean Lane Building 4		Richmond	VA	23222				\$0				\$0	\$1,522,418	11/15/24	9.00%	\$137,018
5.		4	0	Fourqorean Lane Building 5		Richmond	VA	23222				\$0				\$0	\$1,522,418	11/15/24	9.00%	\$137,018
6.		4	0	Fourqorean Lane Building 6		Richmond	VA	23222				\$0				\$0	\$1,522,418	11/15/24	9.00%	\$137,018
7.		4	0	Fourqorean Lane Building 7		Richmond	VA	23222				\$0				\$0	\$1,522,418	11/15/24	9.00%	\$137,018
8.		4	0	Fourqorean Lane Building 8		Richmond	VA	23222				\$0				\$0	\$1,522,418	11/15/24	9.00%	\$137,018
9.		4	0	Fourqorean Lane Building 9		Richmond	VA	23222				\$0				\$0	\$1,522,419	11/15/24	9.00%	\$137,018
10.		4	0	Fourqorean Lane Building 10		Richmond	VA	23222				\$0				\$0	\$1,522,419	11/15/24	9.00%	\$137,018
11.		4	0	Fourqorean Lane Building 11		Richmond	VA	23222				\$0				\$0	\$1,522,419	11/15/24	9.00%	\$137,018
12.		4	0	Fourqorean Lane Building 12		Richmond	VA	23222				\$0				\$0	\$1,522,419	11/15/24	9.00%	\$137,018
13.		4	0	Fourqorean Lane Building 13		Richmond	VA	23222				\$0				\$0	\$1,522,419	11/15/24	9.00%	\$137,018
14.		4	0	Fourqorean Lane Building 14		Richmond	VA	23222				\$0				\$0	\$1,522,419	11/15/24	9.00%	\$137,018
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

56 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$21,313,858

\$0

\$0

\$1,918,247

Number of BINS: 14

**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

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- 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 agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- 16. that undersigned waives the right to pursue a Qualified Contract on this development.
- 17. 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: Saint Elizabeth Apartments LLC  
by: CCC Fourquarean Lane LLC, its Managing Member  
by: Commonwealth Catholic Charities Housing Corpor

By: \_\_\_\_\_  
 Its: CEO  
 (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: \_\_\_\_\_  
 Virginia License#: \_\_\_\_\_  
 Architecture Firm or Company: \_\_\_\_\_

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

Its: \_\_\_\_\_  
(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. Items 5f and 5g require 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
Y	Y or N	0
<b>Total:</b>		<b>0.00</b>

**1. READINESS:**

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- 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
Y	0 to 10	10.00
Y	0 or 10	10.00
N	0 or 15	0.00
N	0 or 15	0.00
<b>Total:</b>		<b>20.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

Y	0 or up to 5	3.75
N	0 or 20	0.00
11.15%	Up to 40	22.30
N	0 or 5	0.00
Y	0 or 10	10.00
12%	0, 20, 25 or 30	20.00
N	0 or 15	0.00
Y	Up to 20	20.00
<b>Total:</b>		<b>76.05</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			78.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	N	0 or 15	0.00
f. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	39%	Up to 15	5.89
i. Developments with less than 100 low income units	Y	up to 20	17.60
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			171.49

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$101,000	\$71,300

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	21.43%	Up to 15	15.00
c. 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 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	25.00%	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:			90.00

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
k. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			20.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	152.00
b. Cost per unit		Up to 100	75.46
Total:			227.46

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			65.00

400 Point Threshold - all 9% Tax Credits  
 300 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE:** 670.00

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	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. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>78.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<b><u>78.00</u></b>

X.

## Development Summary

**Summary Information**

**2023 Low-Income Housing Tax Credit Application For Reservation**

**Deal Name:** Saint Elizabeth Apartments

<b>Cycle Type:</b> 9% Tax Credits	<b>Requested Credit Amount:</b> \$1,043,500
<b>Allocation Type:</b> New Construction	<b>Jurisdiction:</b> Richmond City
<b>Total Units:</b> 56	<b>Population Target:</b> General
<b>Total LI Units:</b> 56	
<b>Project Gross Sq Ft:</b> 52,585.63	<b>Owner Contact:</b> Jason "Jay" Brown
<b>Green Certified?</b> TRUE	

<b>Total Score</b> <b>670.00</b>
-------------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$9,171,451	\$163,776	\$174	\$295,817
Grants	\$0	\$0		
Subsidized Funding	\$2,076,999	\$37,089		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$11,750,000	\$209,821	\$223	63.09%
General Req/Overhead/Profit	\$1,145,625	\$20,458	\$22	6.15%
Other Contract Costs	\$148,000	\$2,643	\$3	0.79%
Owner Costs	\$4,470,885	\$79,837	\$85	24.01%
Acquisition	\$10,001	\$179	\$0	0.05%
Developer Fee	\$1,100,000	\$19,643	\$21	5.91%
<b>Total Uses</b>	<b>\$18,624,511</b>	<b>\$332,581</b>		

Total Development Costs	
Total Improvements	\$17,514,510
Land Acquisition	\$10,001
Developer Fee	\$1,100,000
<b>Total Development Costs</b>	<b>\$18,624,511</b>

Income		
Gross Potential Income - LI Units		\$768,216
Gross Potential Income - Mkt Units		\$0
Subtotal		\$768,216
Less Vacancy %	7.00%	\$53,775
<b>Effective Gross Income</b>		<b>\$714,441</b>

**Rental Assistance?** TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$162,960	\$2,910
Utilities	\$9,500	\$170
Operating & Maintenance	\$73,500	\$1,313
Taxes & Insurance	\$112,333	\$2,006
<b>Total Operating Expenses</b>	<b>\$358,293</b>	<b>\$6,398</b>
Replacement Reserves	\$16,800	\$300
<b>Total Expenses</b>	<b>\$375,093</b>	<b>\$6,698</b>

Cash Flow	
EGI	\$714,441
Total Expenses	\$375,093
<b>Net Income</b>	<b>\$339,348</b>
Debt Service	\$295,817
<b>Debt Coverage Ratio (YR1):</b>	<b>1.15</b>

<b>Proposed Cost Limit/Sq Ft:</b>	\$354
<b>Applicable Cost Limit/Sq Ft:</b>	\$497
<b>Proposed Cost Limit/Unit:</b>	\$332,402
<b>Applicable Cost Limit/Unit:</b>	\$533,792

Unit Breakdown	
Supp Hsg	0
# of Eff	2
# of 1BR	8
# of 2BR	34
# of 3BR	12
# of 4+ BR	0
<b>Total Units</b>	<b>56</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	14	14
50% AMI	14	14
60% AMI	28	28
>60% AMI	0	0
Market	0	0

**Income Averaging?** FALSE

**Extended Use Restriction?** 30



**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

If the Combined Max Allowable Credits 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.

Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$1,918,247
Credit Requested	\$1,043,500
% of Savings	45.60%
Sliding Scale Points	152

**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 cost 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.

Total Costs Less Acquisition	\$18,614,510	
Total Square Feet	52,585.63	
Proposed Cost per SqFt	\$353.98	
Applicable Cost Limit per Sq Ft	\$497.00	
% of Savings	28.78%	
Total Units	56	
Proposed Cost per Unit	\$332,402	
Applicable Cost Limit per Unit	\$533,792	
% of Savings	37.73%	
Max % of Savings	37.73% Sliding Scale Points	75.46

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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.
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- 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 agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- 16. that undersigned waives the right to pursue a Qualified Contract on this development.
- 17. 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: Saint Elizabeth Apartments LLC  
by: CCC Fourquare Lane LLC, its Managing Member  
by: Commonwealth Catholic Charities Housing Corpor


By:   
 Its: CEO \_\_\_\_\_  
 (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:	Burchell F. Pinnock
Virginia License#:	0401010214
Architecture Firm or Company:	Baskervill

By: 

---

Its: Principal & Chairman  
(Title)

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

# Tab A:

- Organizational Documents
- Organizational Chart
- Developer Fee Agreement

**AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
SAINT ELIZABETH APARTMENTS LLC**

This Amended and Restated Operating Agreement (the “*Agreement*”) of Saint Elizabeth Apartments LLC (the “*Company*”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the “*Act*”), is adopted by CCC Fourquarean LLC, the sole member of the Company (the “*Member*”), to amend certain provisions of the initial Operating Agreement dated as of March 10, 2021 to form a limited liability company pursuant to and in accordance with the Act and to govern certain aspects of the operations of the Company and to set forth certain rights and obligations of the Member of the Company.

1. **Purpose and Powers.** The purpose of the Company is to serve as the owner of the development and property commonly known as Saint Elizabeth Apartments, located in Richmond, Virginia (the “*Project*”), and to undertake any other activity which a limited liability company may lawfully undertake under the Act.
2. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
3. **Management.** The Company will be member-managed. CCC Fourquarean LLC will carry the title of “*Managing Member*” and will exercise full and exclusive control over the affairs of the Company. The Managing Member may appoint officers and agents for the Company and give them such titles and powers as the Managing Member may choose. Any action taken by the Managing Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Managing Member, will be an action of the Company. The Managing Member shall be owned by two co-managers, Commonwealth Catholic Charities Housing Corporation, as 75% owner of the Managing Member, and a subsidiary limited liability company wholly owned by People Incorporated Housing Group, as 25% owner of the Managing Member. Commonwealth Catholic Charities Housing Corporation is authorized to execute all application-related documents on behalf of the members of the Managing Member.
4. **Allocations of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Managing Member.
5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Managing Member.
6. **Capital Contribution.** The capital contribution of the Managing Member to the Company is \$100.00.
7. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company’s property and the Company’s receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Managing Member to dissolve.
8. **Fiscal Year.** The fiscal year of the Company will be the calendar year.
9. **No Liability of Member and Others.** The Managing Member and its agents and any officers and agents of the Company will not be liable for the Company’s liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or

affairs under this Agreement will not be grounds for imposing personal liability on the Managing Member or any officer.

10. **Indemnification.** The Company will indemnify and defend the Managing Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.

11. **Amendment.** This Agreement may be amended only by written instrument executed by the Managing Member and indicating an express intention to amend this instrument.

12. **Governing Law.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

The undersigned has executed this Agreement effective as of March 9, 2022.

*[signature page follows]*

[signature page to Operating Agreement of Saint Elizabeth Apartments LLC]

**CCC FOURQUREAN LLC**

By: CCC Fourqurean LLC,  
a Virginia limited liability company  
Its Managing Member

By: Commonwealth Catholic Charities Housing Corporation,  
A Virginia nonstock corporation,  
its Co-Managing Member

By:   
Name: Jay Brown  
Title: Chief Executive Officer

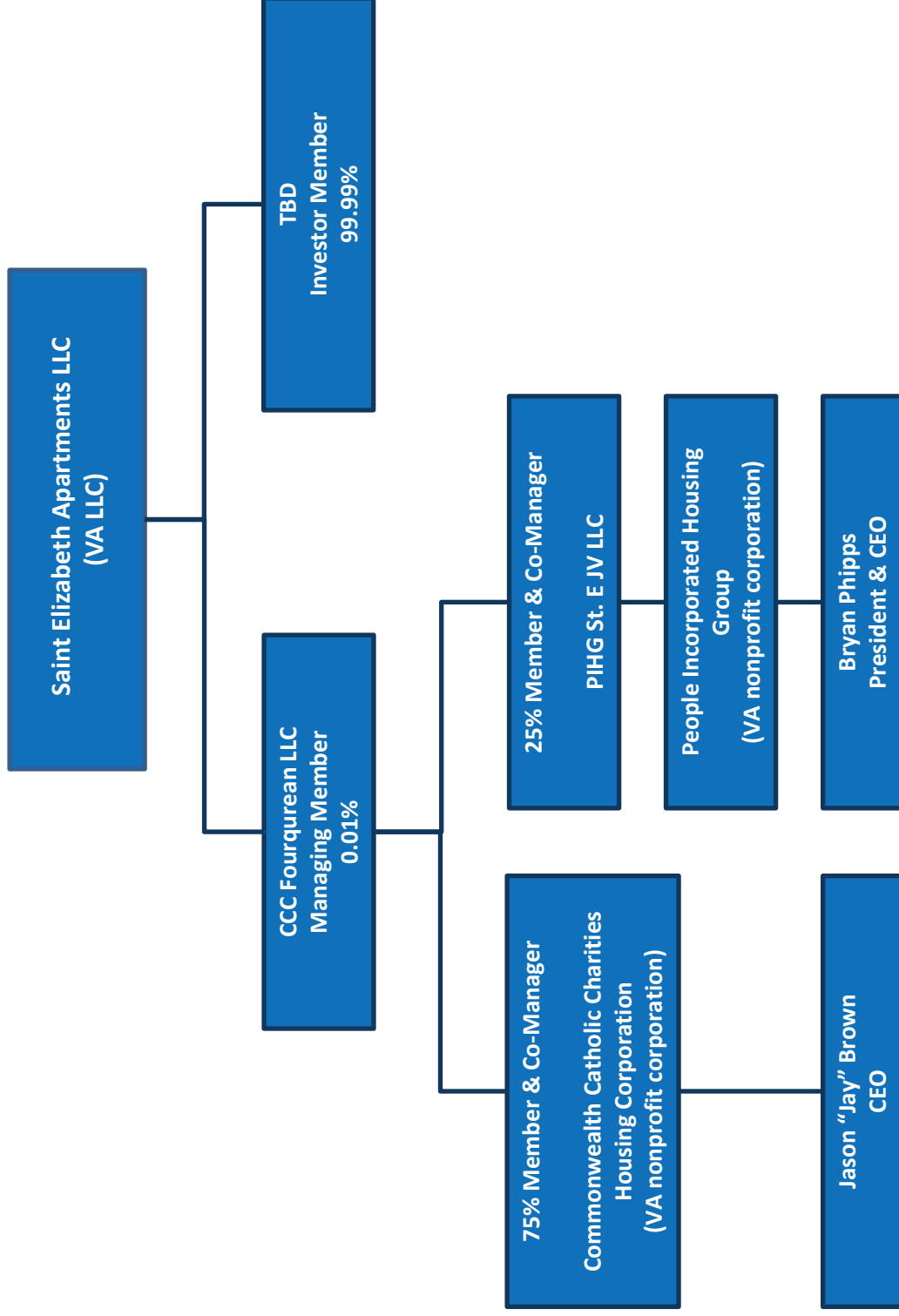
PIHG St. E JV LLC  
its Co-Managing Member

By: People Incorporated Housing Group,  
a Virginia nonstock corporation,  
its Managing Member

By:   
Name: Bryan Phipps  
Title: President and CEO



**Saint Elizabeth Apartments  
OWNERSHIP STRUCTURE**



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") made as of \_\_\_\_\_ between Commonwealth Catholic Charities Housing Corporation, a Virginia nonprofit corporation (the "Developer") and Saint Elizabeth Apartments LLC, a Virginia limited liability company (the "Company").

### WITNESSETH:

WHEREAS, the Company has been formed to develop, construct, own, maintain and operate certain property as low-income residential rental housing, to be known as Saint Elizabeth Apartments, to be located at 1031 Fourqurean Lane, Richmond, Virginia (the "Project"); and

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

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

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

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

Section 1. Development Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Accounts and Records.

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

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

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

Section 4. Obligation To Complete Construction.

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

Section 5. Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the “Development Amount”) equal to \_\_\_\_\_. The Development Amount shall be deemed to have been earned as follows:

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



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

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

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

Section 6. Applicable Law.

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

Section 7. Binding Agreement.

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

Section 8. Headings.

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

Section 9. Terminology.

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

Section 10. Benefit of Agreement.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

Saint Elizabeth Apartments LLC a Virginia limited liability company

By: \_\_\_\_\_,  
its managing member

By: \_\_\_\_\_  
Name:  
Title:

DEVELOPER:

Commonwealth Catholic Charities Housing Corporation  
a Virginia limited liability company

By: \_\_\_\_\_  
Name:  
Title:

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Saint Elizabeth Apartments LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on March 8, 2021; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 14, 2023

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

---

Bernard J. Logan, Clerk of the Commission

# **Tab 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
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

## Appendices continued

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

Jason "Jay" Brown  
\_\_\_\_\_  
Printed Name

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



### Previous Participation Certification

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

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

#### **I hereby certify that:**

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

## Appendices continued

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

Bryan Phipps  
\_\_\_\_\_  
Printed Name

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

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

**List of LIHTC Developments (Schedule A)**

Development Name Saint Elizabeth Apartments  
 Name of Applicant Saint Elizabeth Apartments LLC

**INSTRUCTIONS:**

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

Principal's Name Commonwealth Catholic Charities Housing Corporation

Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*  YES  NO

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	Huntington Village/Newport News	NC Owner, LLC	N	96	96	11/17/2021 10/29/2021	10/17/2022	
2.	The Heights at Brady Square/ Richmond	BR Owner, LLC	N	66	66	Under construction		
3.	Oak Terrace/Suffolk	Goose Creek Crossing MM LLC	N	120	120	In predevelopment		
4.								
5.								
6.								
7.								
8.								

# Appendices continued

	Development Name and 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"
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
21.								
22.								
23.								
24.								
25.								
26.								

Appendices continued

	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"
27.								
28.								
29.								
30.								
31.								
32.								
33.								
34.								
35.								
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38.								
39.								
40.								

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

# List of LIHTC Developments (Schedule A)



Development Name: Saint Elizabeth Apartments

Name of Applicant: Saint Elizabeth Apartments LLC

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 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.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

People Incorporated Housing Group Controlling GP (CGP) or 'Named' Managing Member of Proposed Property?\* N  
 Principal's Name: Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. ? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Village Estates Victoria, VA	Village Estates VA LLC	N	39	39	7/28/16	5/3/17	N
2	Country Estates Farmville VA	Country Estates VA LLC	N	24	24	12/6/16	4/7/17	N
3	Plaza Apartments Staunton, VA	Plaza Apartments VA LLC	N	36	36	12/6/16	2/21/17	N
4	Whites Mill Point Abingdon, VA	White's Mill Point, LP (276)623-9000	Y	32	32	12/31/06	8/29/07	N
5	Clinchfield Place Dante, VA	Clinchfield Place, LP (276)623-9000 <span style="color: red;">RETURNED CREDITS</span>	Y	N/A	N/A	N/A	N/A	N/A
6	Sweetbriar Abingdon, VA	Sweetbriar, LP (276)623-9000	Y	20	20	8/31/09	5/4/10	N
7	Abingdon Green Abingdon, VA	Abingdon Green, LLC (276) 623-9000	Y	32	32	10/6/09	7/8/10	N
8	Norton Green Norton, VA	Norton Green, LLC (276)623-9000	Y	40	40	10/13/09	7/8/10	N
9	Pulaski Village Pulaski, VA	Pulaski Village, LLC (276) 623-9000	Y	44	44	11/30/09	7/21/10	N
10	Dante Crossing Dante, VA	Dante Crossing, LLC (276) 623-9000	Y	12	12	12/31/09	7/21/10	N
11	Jonesville Manor Jonesville, VA	Jonesville Manor, LLC (276) 623-9000	Y	40	40	12/20/10	6/10/11	N
12	Valley Vista Apartments Woodstock, VA	Valley Vista Apartments, LLC (276) 623-9000	Y	85	85	12/20/10	10/13/11	N
13	Riverside Place Apts. Damascus, VA	Riverside Place Apartments, LLC (276) 623-9000	Y	22	22	12/31/11	11/29/12	N
14	Tom's Brook Apartments Brook, VA	Tom's Brook School Apartments, LLC (276) 623-9000	Y	14	14	12/31/12	8/18/14	N
15	Clinch View Manor City, VA	Clinch View Manor, LLC (276) 623-9000	Y	42	42	12/31/13	8/6/14	N
16	Woods Landing Damascus, VA	Woods Landing VA Limited Partnership	N	40	40	9/2/14	9/24/14	N
17	Washington Court Abingdon, VA	Washington Court VA Limited Partnership	N	39	39	6/30/14	9/12/14	N
18	New River Overlook Radford, VA	New River Overlook VA, LLC	N	40	40	10/29/14	12/11/15	N
19	Abingdon Village Apts. Abingdon, VA	Abingdon Village Apartments, LLC (276) 623-9000	Y	44	44	11/26/14	10/7/15	N
20	Spruce Hill Apartments VA	Floyd, Spruce Hill Apartments, LLC (276) 623-9000	Y	36	36	12/30/13	9/18/14	N
21	West Lance Apartments Castle, VA	New West Lance Apartments, LLC (276) 623-9000	Y	34	34	12/30/13	9/23/14	N

## List of LIHTC Developments (Schedule A)

22	Abingdon Terrace Apts. Abingdon, VA	Abingdon Terrace Apartments, L.L.C. (276) 623-9000	Y	32	32	12/31/14	9/3/15	N
23	East Gate Village Gordonsville, VA	East Gate Village, L.L.C. (276) 623-9000 <b>RETURNED CREDITS</b>	Y	N/A	N/A	N/A	N/A	N/A
24	Luray Meadows Apartments Luray, VA	Luray Meadows, L.L.C. (276) 623-9000 <b>RETURNED CREDITS</b>	Y	N/A	N/A	N/A	N/A	N/A
25	Brunswick Manor Apts. Lawrenceville, VA	Brunswick Manor Apartments, L.L.C. (276) 623-9000	Y	40	40	12/31/17	9/25/18	N
26	Essex Manor Apartments Tappahannock, VA	Essex Manor Apartments, L.L.C. (276) 623-9000	Y	40	40	11/22/19	11/20/20	N
27	Pennington Gap Apartments Pennington Gap, VA	Pennington Gap Apartments, L.L.C. (276) 623-9000	Y	40	40	11/13/19	5/20/20	N
28	Millview Apartments Remington, VA	Millview Apartments, L.L.C. (276) 623-9000	Y	28	28	2/26/21	9/29/21	N
29	Culpeper Crossing Culpeper, VA	Culpeper Crossing, LLC (276) 623-9000	Y	28	28	12/28/20	12/14/21	N
30	Luray Meadows Apartments Luray, VA	Luray Meadows, L.L.C. (276) 623-9000	Y	52	52	8/31/22	TBD	N
31	East Gate Village Gordonsville, VA	East Gate Village, L.L.C. (276) 698-8760	N	24	24	10/13/20	6/16/21	N
32	Mountain Laurel Manor II Staunton, VA	Mountain Laurel Manor VA LLC (276) 698-8760	N	48	48	10/15/20	3/31/21	N
33	Brady Square Richmond, VA	BR2 Owner, LLC	N	66	66	TBD	TBD	N
34	Mountain Laurel Manor III Staunton, VA	Mountain Laurel Manor III VA LLC	N	48	48	TBD	TBD	N
35	Baileyton Terrace Greeneville, TN	Baileyton Terrace Owner LLC (276) 623-9000	Y	40	40	12/28/20	10/26/22	N
36	Greeneville Landing Greeneville, TN	Greeneville Owner LLC (276) 623-9000	Y	40	40	9/30/20	6/15/22	N
37	Jamestown Village Jamestown, TN	Jamestown Village Owner LLC (276) 623-9000	Y	40	40	12/29/20	11/22/22	N
38	Mountain City Manor Mountain City, TN	Mountain City Manor Owner LLC (276) 623-9000	Y	40	40	2/4/21	9/14/22	N
39	Newport Village Newport, TN	Newport Village Owner LLC (276) 623-9000	Y	40	40	9/9/20	11/2/22	N
40	Tazewell Village Tazewell, TN	Tazewell Village Owner LLC (276) 623-9000	Y	44	44	12/29/20	11/22/22	N
41	Sweetbriar II Apartments Abingdon, VA	Sweetbriar II Apartments, LLC (276) 623-9000	Y	22	22	TBD	TBD	N

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

**1st PAGE**

**TOTAL:**

1,427

1,427

**LIHTC as % of**

100%

**Total Units**



Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Whites Mill Point II Apartments, Abingdon VA	WMP II Apartments LLC (276)623-9000	Y	32	32	TBD	TBD	N
47	Lightfoot Apartments, Culpeper VA	Lightfoot Apartments, L.L.C. (276)623-9000	Y	60	60	TBD	TBD	N
48								
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2nd PAGE TOTAL: 92 92

GRAND TOTAL: 1,519 1,519 LIHTC as % of 100% Total Unit

# **Tab E:**

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

## OPTION TO GROUND LEASE

This Option to Ground Lease (this “*Option*”) effective March 16, 2021, is made by and among The Most Reverend Barry C. Knestout, Bishop of the Catholic Diocese of Richmond, Virginia, and his Successors in Office (collectively, “*Optionor*”), and Commonwealth Catholic Charities Housing Corporation, a Virginia nonstock, nonprofit corporation (“*CCC*”) or its permitted successors and assigns (“*Optionee*”).

### RECITALS

A. Optionor owns those three (3) comprising approximately 3.596-acre parcels of land located in Richmond, Virginia and having street addresses of 1031 Rear Fourquare Lane, 1031, and 1101 Fourquare Lane, Richmond, Virginia, as more particularly described on the attached Exhibit A (“*Land*”) or the “*Ground Leasehold Parcel*”), which Land is vacant and contains no buildings, improvements, or tenancies.

B. Optionee intends to apply to Virginia Housing (“*VH*”) for an allocation of low-income housing tax credits and other financing to assist in the development of a multifamily rental housing development and other uses on the Land (“*Project*”).

C. In connection with the process of applying for low-income housing tax credits, Optionee must demonstrate that it has “site control” over the Ground Leasehold Parcel.

D. Optionor will lease the Ground Leasehold Parcel, together with granting any right of access, temporary construction easements and/or any permanent easements necessary for the Project Site Development on or about the Ground Leasehold Parcel on property owned or controlled by the Optionor, to Optionee under a long-term ground lease (“*Ground Lease*”), in form and substance that is mutually agreeable to both such parties.

E. Optionor and Optionee desire to enter into this Option describing their mutual intention to enter into the Ground Lease.

Therefore, the parties agree as follows:

### AGREEMENT

1. **Deposit:** On the date hereof, Optionee shall deposit with Stewart Title & Escrow a deposit in the amount of \$100.00 (the “*Deposit*”). The Deposit shall be refundable in the event of Optionee’s good faith failure to exercise the Option or enter into the Ground Lease. If Optionee exercises the Option and enters into the Ground Lease, the Deposit will be applied to the Rent Payment (as defined below).
2. **Option:** At any time beginning the date hereof and ending on the first to occur of (a) 365 days after the date on which Optionee receives a reservation of low-income housing tax credits from VH for Project financing or (b) January 31, 2022 (“*Option Period*”), Optionee will have the right and option to lease the Ground Leasehold Parcel pursuant to the Ground Lease. If the Optionee is unsuccessful in securing a reservation of low-income housing tax credits in that year or any successive year, the Option Period in (a) and (b) above shall automatically extend for one year for up to two additional years.
  - 2.1. **Exercise.** Optionee may exercise the option granted herein at any time during the Option Period by notifying Optionor in writing, provided that all conditions precedent pursuant to

Paragraph 7 have been satisfied, or waived by the party for whose benefit the condition is imposed.

- 2.2. Closing. Closing will occur, and the Ground Lease will become effective, within 90 days following Optionee's delivery of the written notice to Optionor exercising the Option, or such other period agreed to in writing by the Optionee and Optionor (the "**Closing Date**"). Closing will be accomplished through the escrowed delivery of all documents and funds required by this Agreement to Optionee's selected title company (the "**Title Company**").
  - 2.3. Items to be Delivered by Optionor at Closing. At Closing, Optionor will execute, deliver and/or provide to the Title Company, or will cause to be executed, delivered and/or provided to Title Company, the following closing documents:
    - 2.3.1. The Ground Lease conveying to Optionee the leasehold interest to the Ground Leasehold Parcel, free and clear of any monetary liens or encumbrances, in its as-is, where-is condition, and without representation or warranty;
    - 2.3.2. a FIRPTA certificate signed by Optionor containing the following: (i) Optionor's U.S. Taxpayer Identification Number, (ii) the business address of Optionor and (iii) a statement that Optionor is not a foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code;
    - 2.3.3. evidence reasonably satisfactory to the Title Company authorizing the consummation by Optionor of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith;
    - 2.3.4. all such other documents and instruments customarily executed and delivered by a landlord of a ground leasehold similar to the leasehold interest in the Ground Leasehold Parcel conveyed by the Ground Lease in the jurisdiction in which the Land is located, consistent with the terms and provisions of this Agreement; and
    - 2.3.5. the customary form of affidavit certifying to the Title Company, among other things: (i) the absence of claims which would give rise to mechanic's and materialmen's liens, (ii) that Optionor is the only party in possession of the Ground Leasehold Parcel, and (iii) that there are no pending suits or outstanding judgments against either Optionor or the Land.
  - 2.4. Funds. At Closing, Optionee will provide to the Title Company or cause to be provided to Title Company the immediately available funds payable to the Title Company representing the initial Rent Payment due in accordance with the Ground Lease; and
  - 2.5. Prorations. Real estate taxes and assessments on the Land will be prorated at closing in accordance with normal practices.
3. **Terms and Conditions of Ground Lease**: The terms of the Ground Lease will be as set forth in the form of the Ground Lease to be agreed upon by the parties.

The parties agree to make such reasonable revisions, including but not limited to attaching riders or addenda, to the agreed-upon form of Ground Lease as may be reasonably required by VH or any other investors or lenders for the Project. Unless waived by VH and/or the Project lenders, the Ground Lease will be subject and subordinate to the lien of such lenders and the Project loans.

4. **Initial Rent Payment:** The initial rent payment to be made under the Ground Lease (the “*Rent Payment*”) will be equal to One Dollar and no cents (\$1.00).
5. **Tenant:** The Tenant under the Ground Lease will be a subsidiary of CCC or its permitted successors and assigns, including a joint venture entity (the “*J/V*”), which includes CCC, or their nominees, as parties, together with one or more parties, including without limitation, the tax credit investors.
6. **Recording:** This Option will not be recorded, but the Ground Lease or a memorandum of the Ground Lease is expected to be recorded in the appropriate office of public records. All taxes and other costs of transfer and recordation will be borne by Optionee.
7. **Conditions Precedent to Exercise of Option:** Optionee shall not be entitled to exercise this Option to enter into the Ground Lease until the following conditions have been satisfied:
  - 7.1. Optionee shall have obtained final approval, which cannot be appealed, of any required or necessary land use approvals or permits to perform the Site Development and construct the Project, provided that Optionor shall reasonably assist with and execute related documents to facilitate such approvals, but at no out-of-pocket expense to the Optionor;
  - 7.2. Optionee shall have received a reservation of low-income housing tax credits from VH in an amount Optionee deems necessary to finance the Project;
8. **Conditions Precedent to Entering into Ground Lease:** Following Optionee’s exercise of the Option, the obligation of Optionee to enter into the Ground Lease will be conditioned upon the following:
  - 8.1. Optionor’s title to the Ground Leasehold Parcel shall be good and marketable, and free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements or other matters unduly burdening the development of the Project, and the leasehold interest of Optionee under the Ground Lease shall be marketable, fully insurable by a recognized title insurance company at its regular rates on terms acceptable to Optionee, and free and clear of any liens or encumbrances other than encumbrances permitted by Optionee, and Optionor represents, warrants, and covenants to such matters;
  - 8.2. All conditions for closing of financing sufficient to complete the Project as designed shall have been satisfied.
9. **Access to Books and Records; Tests and Surveys:** During the Option Period, and, if Optionee exercises its option, until the Closing Date, Optionee or its agents or affiliates, including but not limited to CCC, shall have the unlimited right to enter upon the Land for the purpose of making such inspections, investigations, surveys, market studies, economic feasibility studies, and tests (including but not limited to soil boring, environmental or engineering tests) as it may deem necessary or desirable, at its sole cost and expense, and shall be given unlimited access to all books and records, including but not limited to all existing environmental reports, engineering reports, maintenance records, title policies and surveys, site plans, and plans and specifications, related to the Land; notwithstanding the foregoing, Optionor shall provide copies of such books and records as are within Optionor’s possession or control to Optionee within ten (10) days of executing this Option. Any such entry to the Land or access to books and records may be at all reasonable times and upon reasonable advance notice to Optionor and shall be at the Optionee’s sole risk and expense. Optionee shall exercise good faith efforts to minimize disruption of Optionor’s activities on the Land. Optionee shall adequately protect the Land and agrees

to promptly repair and restore any damage to the Land resulting from Optionee's activities on the Land, all at Optionee's sole cost and expense.

10. **Termination:** This Option may be terminated in accordance with the following provisions:

10.1. This Option will automatically terminate if Optionee does not exercise its option to lease the Land during the Option Period, or cannot exercise its option during the Option Period as a consequence of the failure of any condition precedent set forth in Section 7, or if the parties hereto do not execute the Ground Lease on or before the Closing Date.

10.2. Optionee may at its election by providing written notice to Optionor terminate this Option as follows:

10.2.1. For its convenience;

10.2.2. If any condition set forth in Section 7 is not or cannot reasonably or practically be satisfied; or

10.2.3. If Optionee determines that the Project is not feasible for any reason or if any investigations, inspections, studies or tests of the Land are unsatisfactory to Optionee.

10.3. Notwithstanding the foregoing, under no circumstances will this Option expire prior to 180 days following the date on which Optionee submits an application to VH for Project financing.

11. **Exclusive Option:** Until such time as this Option is terminated, Optionor shall not market, sell, offer for sale, negotiate with respect to, or otherwise deal in, the sale, lease or other transfer of the Land or of any interest therein, or of any interest in the Optionor or any other entity holding a legal or beneficial interest in the Land.

12. **Representations and Warranties**

12.1. Optionor's Representations and Warranties regarding Optionor and Land. Optionor represents and warrants to Optionee that:

12.1.1. Ownership. Optionor is the owner of the fee simple title to the Property, and all of the improvements located thereon.

12.1.2. Authority. The Optionor has full authority to enter into this Agreement and perform its obligations hereunder in accordance with Virginia law.

12.1.3. Conflicts and Pending Action. There is no agreement to which Optionor is a party or to the best of Optionor's knowledge binding on Optionor which is in conflict with this Option.

12.1.4. Service Contracts and Equipment Leases. There are no Service Contracts and Equipment Leases related to the Land that will survive the Closing.

12.1.5. Violations. Optionor has not received Notice from any Governmental Authority of any violation by Optionor of any law, rule or regulation affecting the Land or its use including any environmental law or regulation, health and public safety law,

nor has Optionor received notice from any Governmental Authority that the Land is in violation of any applicable land use law, building or zoning code or ordinance, except for any such matters which may have been previously cured by Optionor or which have been disclosed to and accepted by Optionee. Optionor makes no representation or warranty about the existence of any asbestos or lead based paint in any buildings or improvements on the Land, but notes that the existing building on the Land was constructed during the time when both asbestos and lead based paint were often used as construction materials.

- 12.1.6. Anti-Terrorism Laws. Optionor is not a person or an entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 24, 2001) (a "Prohibited Person"), and does not engage in any dealings or transactions, and is not otherwise associated, with any Prohibited Person.
  - 12.1.7. Tenant Leases. There are no Tenant Leases or tenancies of the Property that will survive the Closing.
  - 12.1.8. Non-Foreign Status. Optionor is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code.
  - 12.1.9. No Bankruptcy. Optionor has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law with respect to bankruptcy, insolvency or other relief for debtors, or (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its assets.
  - 12.1.10. The Ground Leasehold Parcel is leased "AS-IS," "WHERE-IS." Except as specifically provided for herein, the Optionor disavows any oral statements or representations made by its agents, employees or third parties unless said statement or representation is specifically incorporated herein.
- 12.2. Optionee's Representations and Warranties. As a material inducement to Optionor to execute this Agreement and consummate this transaction, Optionee represents and warrants to Optionor that:
- 12.2.1. Organization and Authority. Optionee has been duly organized and validly exists, as a nonstock corporation in good standing in the Commonwealth of Virginia. Optionee has the full right and authority and has obtained any and all consents required to enter into this Agreement and has or shall have such full right and authority to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Optionee at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Optionee, enforceable in accordance with their terms.
  - 12.2.2. Conflicts and Pending Action. There is no agreement to which Optionee is a party or to Optionee's knowledge binding on Optionee which is in conflict with



this Agreement. There is no action or proceeding pending or, to Optionee's knowledge, threatened against Optionee which challenges or impairs Optionee's ability to execute or perform its obligations under this Agreement.

12.2.3. Anti-Terrorism Laws. Optionee is not a Prohibited Person, and does not engage in any dealings or transactions, and is not otherwise associated, with any Prohibited Person.

12.2.4. Survival. The provisions of this Section shall survive the Closing.

13. **Easements:** Optionor will cooperate with Optionee together to ensure the Property and/or Optionee, as applicable, has any and all any right of access, including any temporary and permanent construction easements, rights-of-way, agreements, and other documentation as may be reasonably required by the Optionee to develop and operate the Project, including, but not limited to, with respect to access, storm drainage and management systems, sanitary sewer systems, water lines, electric power systems, natural gas lines, telephone lines and other utilities, to Optionee.

14. **Notices:** Any and all notices, elections, demands or communications permitted or required to be made under this Option will be in writing, signed by the party giving such notice, and will be delivered in person or sent by registered or certified mail to the other party hereto. The date of personal delivery or the date of such mailing, as the case may be, will be the date that such notice or election will be deemed to have been given. For the purpose of this Option:

The address of Optionor is:

Catholic Diocese of Richmond, Virginia  
7800 Carousel Lane  
Henrico, Virginia 23294  
Attn: Mike McGee, CFO

The address of Optionee is:

Commonwealth Catholic Charities Housing Corporation  
809 Oliver Hill Way  
Richmond, Virginia 23219  
Attn: Jay Brown, CEO

With a copy to:

Klein Hornig LLP  
1325 G Street NW, Suite 770  
Washington, DC 20005  
Attn: Erik T. Hoffman

15. **Choice of Law:** This Option will be governed by, enforced, and construed in accordance with the internal laws of the Commonwealth of Virginia.

16. **Assignment:** The Optionee may without the prior written consent of Optionor, assign its interest in the Option to an entity as permitted herein under Section 5 or to an entity controlled, operated or managed by CCC ("*Permitted Assignment*"). Other than a Permitted Assignment, Optionee will not assign its



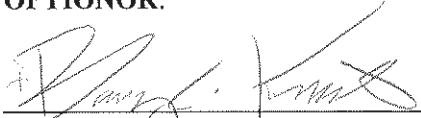
interest in the Option without the prior written consent of Optionor. This Option shall be binding on the successors and assigns of the parties hereto.

17. **Counterparts:** This Option may be executed in multiple original counterparts, each of which will constitute an original document binding upon the party or parties signing the same. It will not be necessary that all parties sign all counterparts and this Option will be binding if each party will have executed at least one counterpart. PDF, TIF, facsimile, or other electronic signatures will be deemed originals for all purposes.

*(signature page follows)*

The parties have executed this Option to Ground Lease as of the date first above written.

**OPTIONOR:**



\_\_\_\_\_  
The Most Reverend Barry C. Knestout  
Bishop of the Catholic Diocese of Richmond, Virginia

**OPTIONEE:**

Commonwealth Catholic Charities Housing Corporation,  
c/o Commonwealth Catholic Charities of Virginia  
Virginia nonstock, nonprofit corporation

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

Name: Jay Brown

Title: Chief Executive Office

Exhibit A

**Legal Description of Land Parcels**

Parcel I - 1031 Rear Fourquarean Lane (N000-0803/063):

ALL that certain lot, piece or parcel of land lying and being in the City of Richmond, Virginia, and bounded and described as follows, to-wit:

Commencing at the intersection of the northwest line of East Fork Cannon's Branch with the eastern line of an alley 17.77 feet wide, thence N. 8 degrees 27' along said eastern line of said alley 33.49 feet; thence N. 36 degrees 30' 00" E. 318.71 feet to a point; thence N. 13 degrees 58' 00" E. 100.24 feet to a point; thence S. 54 degrees 02' 30" E. along the southern line of the Catholic Church Property 214.91 feet to the said northwestern line of East Fork Cannon's Branch, thence S. 55 degrees 46' 00" W. along the line of East Fork Cannon's Branch 463 feet to the point of beginning. Being the parcel of land marked "Reserved" on the Plat of Section 2, Green Park, Richmond, Virginia, dated February 19, 1951, made by W.W. LaPrade & Bros., Civil Engineers, Richmond, Va., and recorded in the Clerk's Office, Circuit Court, City of Richmond, Division I, Virginia, in Plat Book 12, Page 98.

BEING a portion of the same real estate conveyed to Francis X. DiLorenzo, Bishop of the Catholic Diocese of Richmond, Virginia, and his Successors in Office, by deed from Richmond Affordable Housing, a Virginia nonstock corporation, dated June 19, 2017, recorded June 29, 2017 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 170013446.

Parcel II - 1031 Fourquarean Lane (N000-0803/002):

ALL of that certain lot, piece or parcel of land, together with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, Virginia, and being known and designated as 1031 Fourquarean Lane (formerly 925 Fourquarean Lane), all as more particularly shown on a certain "Plat of Property Situated on the Southern Line of Fourquarean Lane and East of Harold Avenue, Richmond, Virginia", by Chas. H. Fleet & Associates, Engineers & Surveyors, Richmond, VA., dated March 4, 1983, a copy of which is attached to and recorded with the Deed in Deed Book 17, Page 535.

BEING the same real estate conveyed to The Most Reverend Barry C. Knestout, Bishop of the Catholic Diocese of Richmond and His Successors in Office by deed from Chestnut Commons, LLC, dated January 11, 2018, recorded January 18, 2018 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 180001054.

Parcel III - 1101 Fourquarean Lane (N000-0803/004):

ALL that certain lot of land in the City of Richmond, Virginia, being Parcel No. 1 on a plat of survey dated May 19, 1942, made by W. W. LaPrade & Bros., Civil Engineers, attached to a certain deed recorded in the aforesaid Clerk's Office in Deed Book 432-A, page 287 and being described with reference to said plat as follows:

BEGINNING on the South line of Fourquarean's Lane at its intersection with the Western line of a 100 foot Street styled "East Park Cannon's Branch" on said plat, and running thence Westwardly along and fronting 432.26 feet on the South Line of Fourquarean's Lane; thence running back Southwardly at right

angle to said Lane 273 feet to a rod; thence in a Southeasterly direction 215.33 feet to a rod on the Northwesterly line of said 100 foot street; thence running in a Northeasterly direction along said 100 foot street 429.21 feet to the point of beginning.

LESS and EXCEPT that parcel of land conveyed to Irene C. Pervall, et al, by deed dated September 10, 1984, recorded September 12, 1984 in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 17, page 535, shown on a plat entitled "Plat of Property Situated on the Southern Line of Fourquare Lane and East of Harold Avenue, Richmond, Va.", by Chas. H. Fleet & Assocs., Engineers & Surveyors, dated March 4, 1983, and attached to said deed.

BEING a portion of the same real estate conveyed to Francis X. DiLorenzo, Bishop of the Catholic Diocese of Richmond, Virginia, and his Successors in Office, by deed from Richmond Affordable Housing, a Virginia nonstock corporation, dated June 19, 2017, recorded June 29, 2017 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 170013446.

The Most Reverend Barry C. Knestout, Bishop of the Catholic Diocese of Richmond, Virginia, is the Successor in Office to Francis X. DiLorenzo.

**ASSIGNMENT OF  
OPTION TO GROUND LEASE**

THIS ASSIGNMENT OF OPTION TO GROUND LEASE (this “**Assignment**”) is made as of March 16, 2021, by and between Commonwealth Catholic Charities Housing Corporation, a Virginia nonstock, nonprofit corporation (“**Optionee**”/ “**Assignor**”), and by Saint Elizabeth Apartments LLC, a Virginia limited liability company (“**Assignee**”), and together with Optionee, the “**Parties**”).

RECITALS

WHEREAS, Optionee/Assignor and The Most Reverend Barry C. Knestout, Bishop of the Catholic Diocese of Richmond, Virginia and his Successors in Office (“**Optionor**”) have entered into that certain Option to Ground Lease with an Effective Date of March 16, 2021 (the “**Option Agreement**”), wherein Optionor granted the option to lease certain property located in Richmond, Virginia, and all as more particularly described in the Option Agreement (the “**Property**”);

WHEREAS, pursuant to Section 16 of the Option to Ground Lease, the Optionee/Assignor has the right to assign the Option to Ground Lease, and any of its rights under the Option to Ground Lease, to any related entity in which Optionee/Assignor or the principals thereof have a controlling interest, without the need to obtain the approval of Optionor;

WHEREAS, Optionee/Assignor has a controlling interest in Assignee, because Optionee/Assignor is the sole member of CCC Fourquarean LLC, a Virginia limited liability company, which is the managing member of Assignee; and

WHEREAS, Assignee was formed for the purpose of owning and operating the project known as Saint Elizabeth Apartments to be constructed on the Property; and

WHEREAS, Optionee/Assignor desires to assign its right, title and interests in, to and under the Option Agreement and the option to lease the Property, and Assignee desires to assume the same.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Optionee/Assignor does hereby assign, transfer, and convey all of its right, title and interests in, to and under the Option Agreement for the Property to Assignee and Assignee hereby assumes all of Optionee/Assignor’s rights, duties and obligations in, to and under the Option Agreement for the Property and the option to lease the Property. Capitalized terms, not otherwise defined herein, shall have the definitions ascribed to them in the Option Agreement.
2. This Assignment shall be binding upon Optionee/Assignor and shall inure to the benefit of Assignee and its successors, heirs and assigns.

3. The terms of this Assignment shall be interpreted, construed, and enforced pursuant to the laws of Virginia.
4. This Assignment may be executed in counterparts and the facsimile or electronic transmittal of a copy hereof bearing any person's signature shall have the same force and effect as the physical delivery to the same recipient of a copy hereof bearing such person's original signature.

**[Signatures appear on the following page]**

[Signature Page of Assignment of Option to Ground Lease]

IN WITNESS WHEREOF this Assignment has been executed by authorized representatives of the undersigned.

**OPTIONEE/ ASSIGNOR:**

**COMMONWEALTH CATHOLIC CHARITIES HOUSING CORPORATION,**  
a Virginia nonstock, nonprofit corporation

By:   
Name: Jay Brown  
Title: Chief Executive Officer

**ASSIGNEE:**

**SAINT ELIZABETH APARTMENTS LLC,**  
a Virginia limited liability company

By: CCC Fourquarean LLC,  
a Virginia limited liability company  
its managing member

By: Commonwealth Catholic Charities Housing Corporation,  
a Virginia nonstock corporation  
its sole member

By:   
Name: Jay Brown  
Title: Chief Executive Officer

## FIRST AMENDMENT TO OPTION TO GROUND LEASE

THIS FIRST AMENDMENT TO THE OPTION TO GROUND LEASE (this "Amendment") is entered into as of the 15 day of March, 2023 (the "Effective Date"), by and between The Most Reverend Barry C. Knestout, Bishop of the Catholic Diocese of Richmond, Virginia, and his Successors in Office, ("Landlord"), and Saint Elizabeth Apartments LLC, a Virginia limited liability company ("Tenant"), and acknowledged by the Commonwealth Catholic Charities Housing Corporation, a Virginia nonstock corporation ("CCC").

### RECITALS

WHEREAS, Landlord and CCC, entered into that certain Option to Ground Lease with an effective date of March 16, 2021 (the "Option Agreement"), wherein Landlord granted the option to lease certain property located in Richmond, Virginia, as more particularly described in the Option Agreement (the "Property");

WHEREAS, CCC has a controlling interest in Tenant as the sole member of CCC Fourquarean LLC, a Virginia limited liability company, which is the managing member of Tenant; and

WHEREAS, Tenant was formed for the purpose of owning and operating the project known as Saint Elizabeth Apartments to be constructed on the Property; and

WHEREAS, pursuant to Section 16 of the Option Agreement, CCC assigned any and all of its rights under the Option to Agreement to Tenant, wherein both, CCC and Tenant, entered into that certain Assignment of Option to Ground Lease dated on March 17, 2021 (the "Assignment"); and

WHEREAS, pursuant to the Assignment, Landlord and Tenant, as the only remaining parties to the Option Agreement with an interest in the Property, desire to amend the Option Agreement.

NOW, THEREFORE, the mutual covenants and agreements set forth hereinafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant do hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated in these operative provisions of this Amendment by reference.

2. **Option.** Section 2 of the Option Agreement is hereby deleted in its entirety and replaced with the below provision:

At any time beginning the date hereof and ending on the first to occur of (a) 365 days after the date on which Optionee receives a reservation of low-income housing tax credits from VH for Project financing or (b) March 1, 2024 ("Option Period"), Optionee will have the right and option to lease the Ground Leasehold Parcel pursuant to the Ground Lease. If the Optionee is unsuccessful in securing a reservation of low-income housing tax credits in that year or any successive year, the Option Period in (a) and (b) above shall automatically extend for one year for up to two additional years.

3. **Miscellaneous.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all which taken together shall constitute one and the same instrument. All terms and conditions of the Lease, as amended hereby, are hereby ratified and confirmed by Landlord and Tenant, shall remain in full force and effect and shall be binding upon and inure to the benefit of the parties,



their successors in interest and assigns. If any provision of this Amendment conflicts with any provision of the Lease, the provisions of this Amendment shall be controlling. Each party hereto represents and warrants to the other that it has full power and authority to enter into and perform under this Amendment and that each person signing on such party's behalf is authorized to do so.

*[Signature pages to follow]*

[Signature Page of First Amendment to the Option to Ground Lease]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment as a sealed instrument as of the Effective Date.

LANDLORD:

A handwritten signature in blue ink, appearing to read "Barry C. Knestout", written over a horizontal line.

The Most Reverend Barry C. Knestout  
Bishop of the Catholic Diocese of Richmond, Virginia

[Signature Page of First Amendment to the Option to Ground Lease]

TENANT:

**SAINT ELIZABETH APARTMENTS LLC**


By: CCC Fourquarean LLC,  
a Virginia limited liability company  
Its Managing Member

By: Commonwealth Catholic Charities Housing Corporation,  
A Virginia nonstock corporation,  
its Co-Managing Member

By:   
Name: Jay Brown  
Title: Chief Executive Officer

Acknowledged by CCC:

**COMMONWEALTH CATHOLIC CHARITIES HOUSING CORPORATION**  
a Virginia nonstock, nonprofit corporation

By:   
Name: Jay Brown  
Title: Chief Executive Officer

Property: 1031 Fourqorean Lane Parcel ID: N0000803002

**Parcel**

**Street Address:** 1031 Fourqorean Lane Richmond, VA 23222-

**Alternate Street Addresses:** 1069 Fourqorean Lane  
: 1049 Fourqorean Lane  
: 1085 Fourqorean Lane  
: 1033 Fourqorean Lane  
: 1037 Fourqorean Lane  
: 1053 Fourqorean Lane  
: 1073 Fourqorean Lane  
: 1041 Fourqorean Lane  
: 1081 Fourqorean Lane  
: 1077 Fourqorean Lane  
: 1045 Fourqorean Lane

**Owner:** CATHOLIC DIOCESE OF RICHMOND KNESTOUT BARRY C BISHOP MOST REV

**Mailing Address:** 7800 CAROUSEL LN, RICHMOND, VA 23294-4201

**Subdivision Name :** NONE

**Parent Parcel ID:**

**Assessment Area:** 504 - MF East

**Property Class:** 302 - R Multi-Family Vacant(R53)

**Zoning District:** R-53 - Residential (Multi-Family)

**Exemption Code:** -

**Current Assessment**

**Effective Date:** 01/01/2023

**Land Value:** \$179,000

**Improvement Value:**

**Total Value:** \$179,000

**Area Tax:** \$0

**Special Assessment District:** None

**Land Description**

**Parcel Square Feet:** 87991.2

**Acreage:** 2.02

**Property Description 1:** 0321.00X0274.00 IRG0002.020 AC

**State Plane Coords( ?):** X= 11795361.499987 Y= 3731885.214260

**Latitude:** 37.56745836 , **Longitude:** -77.42188292

**Description**

**Land Type:** Primary Commercial/Indust Land

**Topology:**

**Front Size:** 321

**Rear Size:** 274

**Parcel Square Feet:** 87991.2

**Acreage:** 2.02

**Property Description 1:** 0321.00X0274.00 IRG0002.020 AC

**Subdivision Name :** NONE

**State Plane Coords( ?):** X= 11795361.499987 Y= 3731885.214260

**Latitude:** 37.56745836 , **Longitude:** -77.42188292

**Other**

**Street improvement:**

**Sidewalk:**

Assessments				
Assessment Year	Land Value	Improvement Value	Total Value	Reason
2023	\$179,000	\$0	\$179,000	Reassessment
2022	\$179,000	\$0	\$179,000	Reassessment
2021	\$179,000	\$121,000	\$300,000	Reassessment
2020	\$179,000	\$121,000	\$300,000	Reassessment
2019	\$179,000	\$121,000	\$300,000	Reassessment
2018	\$179,000	\$121,000	\$300,000	Reassessment
2017	\$179,000	\$121,000	\$300,000	Reassessment
2016	\$179,000	\$121,000	\$300,000	Reassessment
2015	\$179,000	\$121,000	\$300,000	Reassessment
2014	\$179,000	\$121,000	\$300,000	Reassessment
2013	\$179,000	\$121,000	\$300,000	Reassessment
2012	\$179,000	\$121,000	\$300,000	Reassessment
2011	\$179,000	\$121,000	\$300,000	CarryOver
2010	\$179,000	\$121,000	\$300,000	Reassessment
2009	\$178,600	\$121,400	\$300,000	OfficeReview
2008	\$205,700	\$221,300	\$427,000	Reassessment
2007	\$205,700	\$221,300	\$427,000	Reassessment
2006	\$199,700	\$204,900	\$404,600	Reassessment
2005	\$83,600	\$247,500	\$331,100	Reassessment
2004	\$76,000	\$225,000	\$301,000	Reassessment
2003	\$66,100	\$204,500	\$270,600	Reassessment
2002	\$60,100	\$185,900	\$246,000	Reassessment
2001	\$46,200	\$143,000	\$189,200	Reassessment
2000	\$44,000	\$143,000	\$187,000	Reassessment
1998	\$44,000	\$143,000	\$187,000	Not Available

Transfers				
Transfer Date	Consideration Amount	Grantor Name	Deed Reference	Verified Market Sale Description
01/18/2018	\$296,000	CHESTNUT COMMONS LLC	ID2018-1054	2 - INVALID SALE-Special Financing/Terms, etc.
07/28/2008	\$300,000	TRUSTEES OF FIFTH STREET	ID2008-20381	2 - INVALID SALE-Special Financing/Terms, etc.
10/07/1988	\$0	Not Available	00181-0963	
11/06/1985	\$32,900	Not Available	000059-01417	
09/12/1984	\$155,000	Not Available	000017-00535	

**Planning**  
**Master Plan Future Land Use:** R  
**Zoning District:** R-53 - Residential (Multi-Family)  
**Planning District:** North  
**Traffic Zone:** 1024  
**City Neighborhood Code:** GRPK  
**City Neighborhood Name:** Green Park  
**Civic Code:**  
**Civic Association Name:**  
**Subdivision Name:** NONE  
**City Old and Historic District:**  
**National historic District:** Chestnut Hill-Plateau  
**Neighborhoods in Bloom:**  
**Redevelopment Conservation Area:**

**Economic Development**  
**Care Area:** -  
**Enterprise Zone:**

**Environment**  
**100 YEAR Flood Plain Flag:** Contact the Water Resources Division at 646-7586.  
**500 YEAR Flood Plain Flag:** N  
**Resource Protection Flag:** Contact the Water Resources Division at 646-7586.  
**Wetland Flag:** N

Census			
Census Year	Block	Block Group	Tract
2000	1000	0110001	011000
1990	101	0110001	011000

**Schools**  
**Elementary School:** Overby Sheppard  
**Middle School:** Henderson  
**High School:** Marshall

**Public Safety**  
**Police Precinct:** 4  
**Police Sector:** 411  
**Fire District:** 15  
**Dispatch Zone:** 090A

**Public Works Schedules**  
**Street Sweep:** TBD  
**Leaf Collection:** TBD  
**Refuse Collection:** Wednesday  
**Bulk Collection:** TBD

**Government Districts**  
**Council District:** 6  
**Voter Precinct:** 603  
**State House District:** 79  
**State Senate District:** 14

Congressional District: 4

**Property Images**

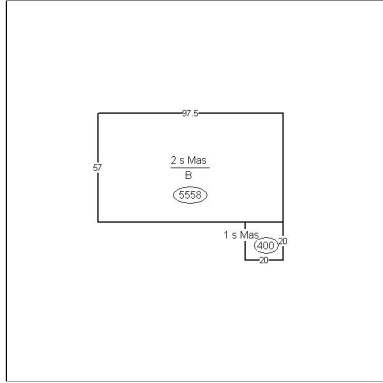
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[Click here for Larger Image](#)

Sketch Images

Name:N0000803002 Desc:C01





Property: 1031 Rear Fourquare Lane Parcel ID: N0000803063

**Parcel**

**Street Address:** 1031 Rear Fourquare Lane Richmond, VA 23222-  
**Alternate Street Addresses:** 1031 Fourquare Lane Rear  
: 1057 Fourquare Lane  
: 1065 Fourquare Lane  
: 1061 Fourquare Lane

**Owner:** CATHOLIC DIOCESE OF RICHMOND VA DILORENZO FRANCIS X BISHOP  
**Mailing Address:** 7800 CAROUSEL LN, RICHMOND, VA 23294-4201  
**Subdivision Name :** NONE  
**Parent Parcel ID:**  
**Assessment Area:** 314 - Barton Heights  
**Property Class:** 101 - R Single Family Vacant (R1-R7)  
**Zoning District:** R-5 - Residential (Single Family)  
**Exemption Code:** -

**Current Assessment**

**Effective Date:** 01/01/2023  
**Land Value:** \$120,000  
**Improvement Value:**  
**Total Value:** \$120,000  
**Area Tax:** \$0  
**Special Assessment District:** None

**Land Description**

**Parcel Square Feet:** 45308  
**Acreage:** 1.04  
**Property Description 1:** ST ELIZABETH SCHOOL PLAYGROUND  
**Property Description 2:** 0463.00X0214.91 IRG0000.000  
**State Plane Coords( ?):** X= 11795153.000016 Y= 3731654.558166  
**Latitude:** 37.56681293 , **Longitude:** -77.42240577

**Description**

**Land Type:** Residential Lot A  
**Topology:** Level  
**Front Size:** 463  
**Rear Size:** 214  
**Parcel Square Feet:** 45308  
**Acreage:** 1.04  
**Property Description 1:** ST ELIZABETH SCHOOL PLAYGROUND  
**Property Description 2:** 0463.00X0214.91 IRG0000.000  
**Subdivision Name :** NONE  
**State Plane Coords( ?):** X= 11795153.000016 Y= 3731654.558166  
**Latitude:** 37.56681293 , **Longitude:** -77.42240577

**Other**

**Street improvement:** Paved  
**Sidewalk:** Yes

Assessments				
Assessment Year	Land Value	Improvement Value	Total Value	Reason
2023	\$120,000	\$0	\$120,000	Reassessment
2022	\$59,000	\$0	\$59,000	Reassessment
2021	\$45,000	\$0	\$45,000	Reassessment
2020	\$45,000	\$0	\$45,000	Reassessment
2019	\$45,000	\$0	\$45,000	Reassessment
2018	\$45,000	\$0	\$45,000	Reassessment
2017	\$45,000	\$0	\$45,000	Reassessment
2016	\$35,000	\$0	\$35,000	Reassessment
2015	\$35,000	\$0	\$35,000	Reassessment
2014	\$35,000	\$0	\$35,000	Reassessment
2013	\$35,000	\$0	\$35,000	Reassessment
2012	\$35,000	\$0	\$35,000	Reassessment
2011	\$35,000	\$0	\$35,000	CarryOver
2010	\$35,000	\$0	\$35,000	Reassessment
2009	\$35,000	\$0	\$35,000	Reassessment
2008	\$35,000	\$0	\$35,000	Reassessment
2007	\$35,000	\$0	\$35,000	Reassessment
2006	\$26,600	\$0	\$26,600	Reassessment
2005	\$17,500	\$0	\$17,500	Reassessment
2004	\$14,000	\$0	\$14,000	Reassessment
2003	\$14,000	\$0	\$14,000	Reassessment
2002	\$13,700	\$0	\$13,700	Reassessment
2001	\$15,000	\$0	\$15,000	Reassessment
2000	\$14,300	\$0	\$14,300	Reassessment
1998	\$14,300	\$0	\$14,300	Not Available

Transfers				
Transfer Date	Consideration Amount	Grantor Name	Deed Reference	Verified Market Sale Description
06/29/2017	\$72,000	RICHMOND AFFORDABLE HOUSING	ID2017-13446	1 - VALID SALE-Sale Includes Multiple Parcels
10/31/2016	\$72,000	SULLIVAN WALTER F BISHOP	ID2016-21417	2 - INVALID SALE-Sale Includes Multiple Parcels

**Planning**  
**Master Plan Future Land Use:** R  
**Zoning District:** R-5 - Residential (Single Family)  
**Planning District:** North  
**Traffic Zone:** 1024  
**City Neighborhood Code:** GRPK  
**City Neighborhood Name:** Green Park  
**Civic Code:**  
**Civic Association Name:**  
**Subdivision Name:** NONE  
**City Old and Historic District:**  
**National historic District:**  
**Neighborhoods in Bloom:**  
**Redevelopment Conservation Area:**

**Economic Development**  
**Care Area:** -  
**Enterprise Zone:**

**Environment**  
**100 YEAR Flood Plain Flag:** Contact the Water Resources Division at 646-7586.  
**500 YEAR Flood Plain Flag:** N  
**Resource Protection Flag:** Contact the Water Resources Division at 646-7586.  
**Wetland Flag:** N

Census			
Census Year	Block	Block Group	Tract
2000	1000	0110001	011000
1990	101	0110001	011000

**Schools**  
**Elementary School:** Overby Sheppard  
**Middle School:** Henderson  
**High School:** Marshall

**Public Safety**  
**Police Precinct:** 4  
**Police Sector:** 411  
**Fire District:** 15  
**Dispatch Zone:** 090A

**Public Works Schedules**  
**Street Sweep:** TBD  
**Leaf Collection:** TBD  
**Refuse Collection:** Wednesday  
**Bulk Collection:** TBD

**Government Districts**  
**Council District:** 6  
**Voter Precinct:** 603  
**State House District:** 79  
**State Senate District:** 14  
**Congressional District:** 4

**Property Images**

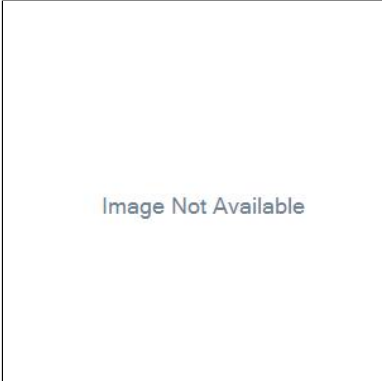
Name:N0000803063 Desc:



[Click here for Larger Image](#)

**Sketch Images**

Name: Desc:



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Property: 1101 Fourquarean Lane Parcel ID: N0000803004

**Parcel**

**Street Address:** 1101 Fourquarean Lane Richmond, VA 23222-  
**Owner:** CATHOLIC DIOCESE OF RICHMOND VA DILORENZO FRANCIS X BISHOP  
**Mailing Address:** 7800 CAROUSEL LN, RICHMOND, VA 23294-4201  
**Subdivision Name :** NONE  
**Parent Parcel ID:**  
**Assessment Area:** 314 - Barton Heights  
**Property Class:** 101 - R Single Family Vacant (R1-R7)  
**Zoning District:** R-5 - Residential (Single Family)  
**Exemption Code:** -

**Current Assessment**

**Effective Date:** 01/01/2023  
**Land Value:** \$78,000  
**Improvement Value:**  
**Total Value:** \$78,000  
**Area Tax:** \$0  
**Special Assessment District:** None

**Land Description**

**Parcel Square Feet:** 11112.5  
**Acreage:** 0.255  
**Property Description 1:** 0111.26X0274.00 IRG0000.000  
**State Plane Coords( ?):** X= 11795563.499996 Y= 3731951.389398  
**Latitude:** 37.56744653 , **Longitude:** -77.42126629

**Description**

**Land Type:** Residential Lot A  
**Topology:** Level  
**Front Size:** 111  
**Rear Size:** 274  
**Parcel Square Feet:** 11112.5  
**Acreage:** 0.255  
**Property Description 1:** 0111.26X0274.00 IRG0000.000  
**Subdivision Name :** NONE  
**State Plane Coords( ?):** X= 11795563.499996 Y= 3731951.389398  
**Latitude:** 37.56744653 , **Longitude:** -77.42126629

**Other**

**Street improvement:** Paved  
**Sidewalk:** Yes

**Assessments**

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2023	\$78,000	\$0	\$78,000	Reassessment
2022	\$47,000	\$0	\$47,000	Reassessment
2021	\$36,000	\$0	\$36,000	Reassessment
2020	\$36,000	\$0	\$36,000	Reassessment
2019	\$27,000	\$0	\$27,000	Reassessment
2018	\$27,000	\$0	\$27,000	Reassessment
2017	\$27,000	\$0	\$27,000	Reassessment
2016	\$25,000	\$0	\$25,000	Reassessment
2015	\$25,000	\$0	\$25,000	Reassessment
2014	\$25,000	\$0	\$25,000	Reassessment
2013	\$25,000	\$0	\$25,000	Reassessment
2012	\$23,000	\$0	\$23,000	Reassessment
2011	\$23,000	\$0	\$23,000	CarryOver
2010	\$23,000	\$0	\$23,000	Reassessment
2009	\$23,000	\$0	\$23,000	Reassessment
2008	\$23,000	\$0	\$23,000	Reassessment
2007	\$23,000	\$0	\$23,000	Reassessment
2006	\$23,300	\$0	\$23,300	Reassessment
2005	\$8,700	\$0	\$8,700	Reassessment
2004	\$7,900	\$0	\$7,900	Reassessment
2003	\$6,900	\$0	\$6,900	Reassessment
2002	\$6,900	\$0	\$6,900	Reassessment
2001	\$5,300	\$0	\$5,300	Reassessment
2000	\$5,000	\$0	\$5,000	Reassessment
1998	\$5,000	\$0	\$5,000	Not Available

**Transfers**

Transfer Date	Consideration Amount	Grantor Name	Deed Reference	Verified Market Sale Description
06/29/2017	\$72,000	RICHMOND AFFORDABLE HOUSING	ID2017-13446	1 - VALID SALE-Sale Includes Multiple Parcels
10/31/2016	\$72,000	SULLIVAN WALTER F BISHOP	ID2016-21417	2 - INVALID SALE-Sale Includes Multiple Parcels

**Planning**

**Master Plan Future Land Use:** R  
**Zoning District:** R-5 - Residential (Single Family)  
**Planning District:** North  
**Traffic Zone:** 1024  
**City Neighborhood Code:** GRPK  
**City Neighborhood Name:** Green Park  
**Civic Code:**  
**Civic Association Name:**  
**Subdivision Name:** NONE  
**City Old and Historic District:**  
**National historic District:** Chestnut Hill-Plateau  
**Neighborhoods in Bloom:**  
**Redevelopment Conservation Area:**

**Economic Development**

**Care Area:** -  
**Enterprise Zone:**

**Environment**

**100 YEAR Flood Plain Flag:** Contact the Water Resources Division at 646-7586.  
**500 YEAR Flood Plain Flag:** N  
**Resource Protection Flag:** Contact the Water Resources Division at 646-7586.  
**Wetland Flag:** N

**Census**

Census Year	Block	Block Group	Tract
2000	1000	0110001	011000
1990	101	0110001	011000

**Schools**

**Elementary School:** Overby Sheppard  
**Middle School:** Henderson  
**High School:** Marshall

**Public Safety**

**Police Precinct:** 4  
**Police Sector:** 411  
**Fire District:** 15  
**Dispatch Zone:** 090A

**Public Works Schedules**

**Street Sweep:** TBD  
**Leaf Collection:** TBD  
**Refuse Collection:** Wednesday  
**Bulk Collection:** TBD

**Government Districts**

**Council District:** 6  
**Voter Precinct:** 603  
**State House District:** 79  
**State Senate District:** 14  
**Congressional District:** 4

Property Images

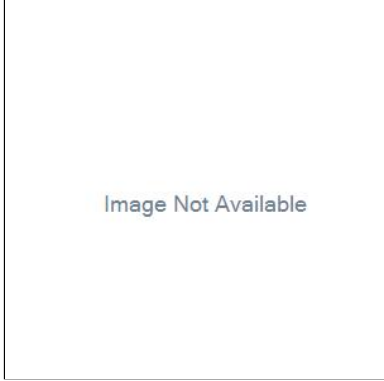
Name:N0000803004 Desc:C01



[Click here for Larger Image](#)

**Sketch Images**

Name: Desc:





# **Tab F:**

RESNET Rater Certification (MANDATORY)

## RESNET Rater Certification of Development Plans

Deal Name \_\_\_\_\_

Deal Address \_\_\_\_\_

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

\_\_\_\_\_ **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 Virginia Housing.

\_\_\_\_\_ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;

**Or Must evidence a HERS Index of 80 or better**

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing 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 Virginia Housing 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 Virginia Housing.

\_\_\_\_\_ **Earthcraft Certification** – The development's design meets the criteria to obtain Viridian's EarthCraft Multifamily program Gold certification or higher.

\_\_\_\_\_ **LEED Certification** – The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: YLeVwnOd

## HERS® Index Score:

# 50

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

## Annual Savings

# \$855

\*Relative to an average U.S. home

**Home:**  
1031 Fourquaren Lane  
Richmond, VA 23222

**Builder:**

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

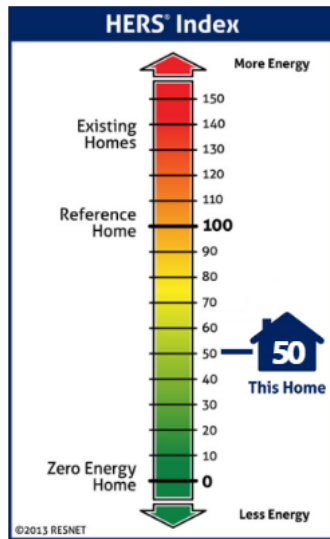
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

Digitally signed: 3/15/23 at 3:11 PM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Building Type 1A Model 1 2BR 2F 2nd Floor
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	691 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	45 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-15

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: VvnVaVVv

## HERS® Index Score:

# 48

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

## Annual Savings

# \$928

\*Relative to an average U.S. home

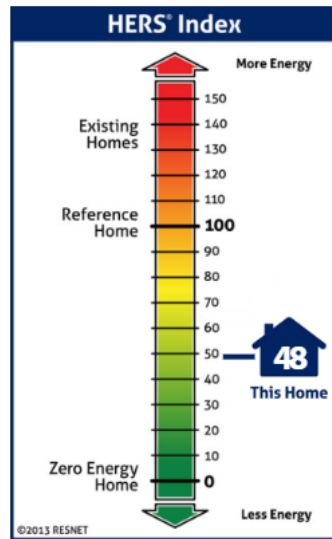
**Home:**  
1031 Fourquaren Lane  
Richmond, VA 23222

**Builder:**

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



### Home Feature Summary:


Home Type:	Apartment, end unit
Model:	Building Type 1A Model 1 2BR 2C 3rd Floor
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	698 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	45 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-15

### Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

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

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

  
Stacey Smith, Certified Energy Rater  
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# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: MvDD16jv

## HERS® Index Score:

# 51

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

## Annual Savings

# \$1,142

\*Relative to an average U.S. home

## Home:

1031 Fourqurean Lane  
Richmond, VA 23222

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

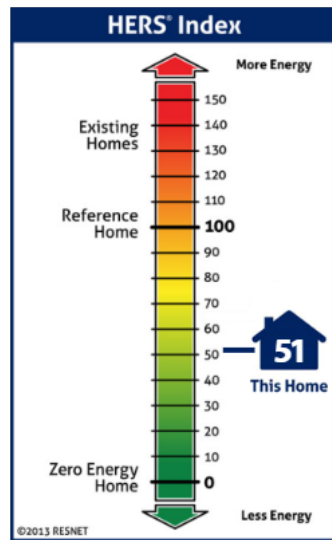
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

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## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Building Type 1A Model 1 3BR 1st Floor
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	1,094 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	45 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-20

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: bL7wGm1L

## HERS® Index Score:

# 52

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

## Annual Savings

# \$560

\*Relative to an average U.S. home

## Home:

1031 Fourquaren Lane  
Richmond, VA 23222

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

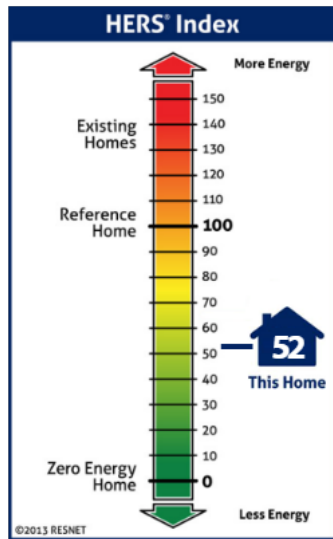
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

Digitally signed: 3/15/23 at 3:11 PM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Building Type 1A Model 1 Studio SR 2nd Floor
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	333 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	30 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-15

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: ILX9P36d

## HERS® Index Score:

# 53

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

## Annual Savings

# \$626

\*Relative to an average U.S. home

## Home:

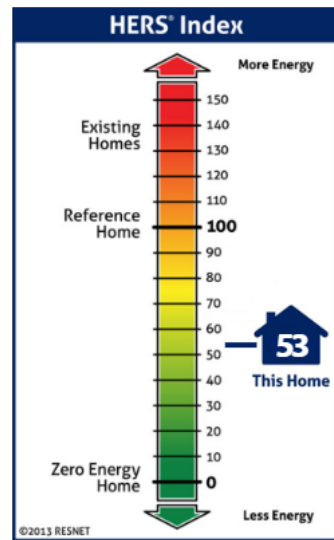
1031 Fourquaren Lane  
Richmond, VA 23222

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Building Type 1B Model 2 1BR 1F First Floor
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	411 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	30 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-20

## Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

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# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: kvyyE7gv

## HERS® Index Score:

# 51

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

## Annual Savings

# \$860

\*Relative to an average U.S. home

## Home:

1031 Fourqurean Lane  
Richmond, VA 23222

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

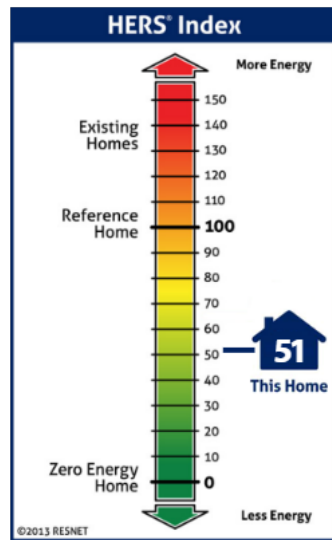
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

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## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Building Type 1B Model 2 2BR 2A First Floor
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	687 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	45 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-20

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: wdkoElbd

## HERS® Index Score:

# 48

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

## Annual Savings

# \$1,120

\*Relative to an average U.S. home

## Home:

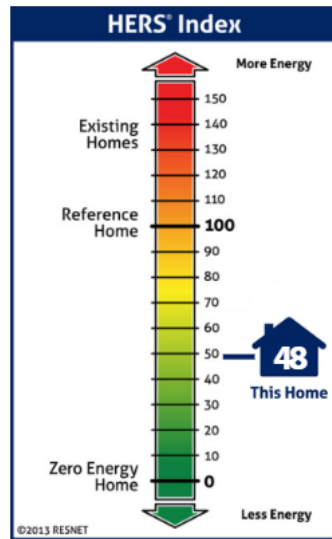
1031 Fourqurean Lane  
Richmond, VA 23222

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

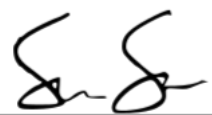
Home Type:	Apartment, end unit
Model:	Saint Elizabeth - Building Type 1B Model 2 3BR unit 3R
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	1,011 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	45 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

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

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

  
Stacey Smith, Certified Energy Rater  
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# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: b2J9q6ov

## HERS® Index Score:

# 52

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

## Annual Savings

# \$671

\*Relative to an average U.S. home

**Home:**  
1031 Fourqurean Lane  
Richmond, VA 23222

**Builder:**

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

ENERGY STAR MF v1.1


ENERGY STAR MF v1.0

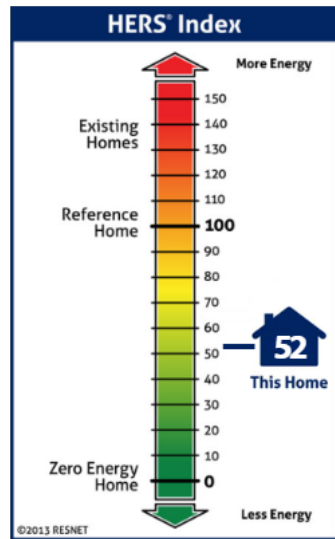
## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

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

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

  
Stacey Smith, Certified Energy Rater  
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## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Saint Elizabeth - Building Type 1C Model 4 1BR unit 1A 1st Floor
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	480 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	30 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-20

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: ILX9P45d

## HERS® Index Score:

# 49

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

## Annual Savings

# \$1,043

\*Relative to an average U.S. home

## Home:

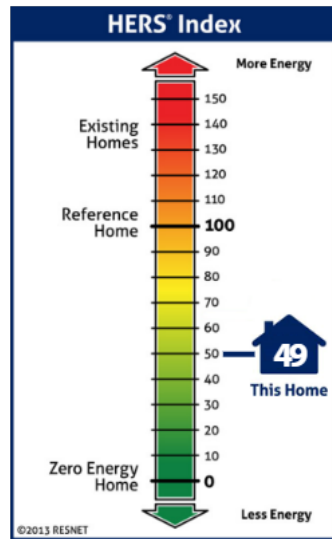
1031 Fourqurean Lane  
Richmond, VA 23222

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

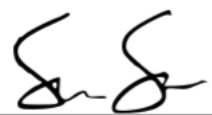
Home Type:	Apartment, end unit
Model:	Saint Elizabeth - Building Type 1C Model 4 2BR unit 2B
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	1,011 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	45 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

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

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

  
Stacey Smith, Certified Energy Rater  
Digitally signed: 3/15/23 at 3:11 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: 3LM9NzeL

## HERS® Index Score:

# 48

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

## Annual Savings

# \$859

\*Relative to an average U.S. home

## Home:

1031 Fourquaren Lane  
Richmond, VA 23222

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

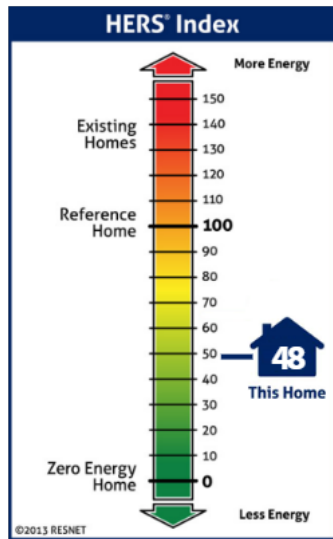
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater

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## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Saint Elizabeth - Building Type 2 Model 5 2BR 2G 2nd Fl
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	683 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	45 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-15

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: Kvp3E57d

## HERS® Index Score:

# 47

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

## Annual Savings

# \$1,042

\*Relative to an average U.S. home

## Home:

1031 Fourqurean Lane  
Richmond, VA 23222

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

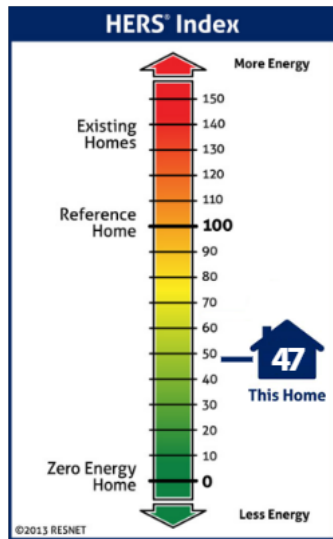
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 3/15/23 at 3:11 PM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Saint Elizabeth - Building Type 2 Model 5 2BR unit 2E 3rd Fl
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	883 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	45 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-15



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-15

Registry ID:

Ekotrope ID: wdkoEw3d

## HERS® Index Score:

# 50

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

## Annual Savings

# \$1,287

\*Relative to an average U.S. home

## Home:

1031 Fourqurean Lane  
Richmond, VA 23222

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

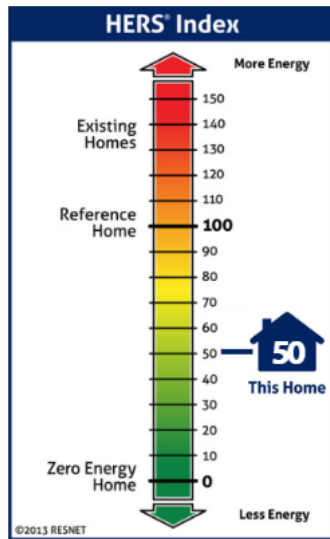
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 3/15/23 at 3:11 PM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Saint Elizabeth - Building Type 2 Model 5 3BR unit 3A 1st Floor
Community:	Saint Elizabeth Apartments
Conditioned Floor Area:	1,350 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	45 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-20





Project Name:  
 Construction Type:  
 Energy Efficiency Path:

Saint Elizabeth Apartments  
 New Construction  
 ENERGY STAR

Unit Type	Quantity	HERS	ENERGY STAR Target
Building Type 1A Model 1 Studio SR 2nd Fl	2	52	65
Building Type 1B Model 2 1BR 1F 1st Floor	6	53	62
Building Type 2 Model 5 2BR 2G, 2H 2nd Fl	8	48	65
Building Type 2 Model 5 2BR unit 2E 3rd Fl	4	47	61
Building Type 1B Model 2 3BR unit 3R	6	48	64
Building Type 1A Model 1 2BR 2R, 2F 2nd Floor	4	50	65
Building Type 1A Model 1 2BR 2C, 2D, 2J 3rd Floor	10	48	60
Building Type 1A 3S Model 1 3BR 1st Floor	2	51	60
Building Type 2 Model 5 3BR unit 3A 1st Floor	4	50	60
Building Type 1C Model 4 1BR unit 1A 1st Floor	2	52	62
Building Type 1B Model 2 2BR 2A 1st Floor	6	51	61
Building Type 1C Model 4 2BR unit 2B	2	49	64
<b>Projected Project HERS - Weighted Average</b>		<b>50</b>	



# **Tab G:**

Zoning Certification Letter (MANDATORY)



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
www.timmons.com

Zoning Certification

Date March 6, 2023

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

RE: ZONING CERTIFICATION

Name of Development Saint Elizabeth Apartments

Name of Owner/Applicant Saint Elizabeth Apartments LLC

Name of Seller/Current Owner Catholic Diocese of Richmond

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 Virginia Housing solely for the purpose of determining whether the Development qualifies for credits available under Virginia Housing's Qualified Allocation Plan.

**Development Description:**

Development Address  
1031 Fourquarean Lane, 1101 Fourquarean Lane, 1031 Rear Fourquarean Lane, Richmond, VA 23222

Legal Description  
Parcel ID: N0000803002, N0000803063, N0000803004  
See attached legal description

**Proposed Improvements**

- New Construction: 56 #Units 14 #Buildings 52,586 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.

## Appendices continued

Current Zoning: Special Use Permit allowing a density of \_\_\_\_\_ units per acre, and the following other applicable conditions:

\_\_\_\_\_  
\_\_\_\_\_

### Other Descriptive Information

On 3/8/2021, Richmond City Council approved a Special Use Permit for the Saint Elizabeth Apartments development, allowing for the construction of 14 residential buildings containing a total of 56 apartments, and one stand alone community building.

### Local Certification

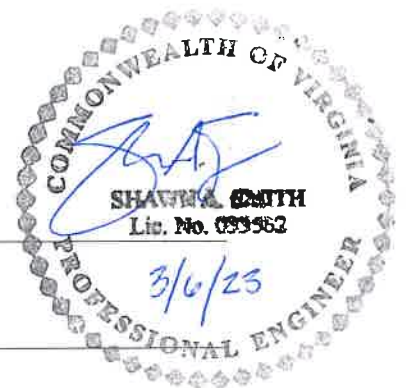
Check one of the following as appropriate:

- 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.

Date 3/6/2023

Signature 

Printed Name Shawn A. Smith



Title of Local Official or Civil Engineer Senior Project Manager

Phone (804) 200-6585

### 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.

**Legal Description of Land Parcels**  
**Saint Elizabeth Apartments**

Parcel I - 1031 Rear Fourqorean Lane (N000-0803/063):

ALL that certain lot, piece or parcel of land lying and being in the City of Richmond, Virginia, and bounded and described as follows, to-wit:

Commencing at the intersection of the northwest line of East Fork Cannon's Branch with the eastern line of an alley 17.77 feet wide, thence N. 8 degrees 27' along said eastern line of said alley 33.49 feet; thence N. 36 degrees 30' 00" E. 318.71 feet to a point; thence N. 13 degrees 58' 00" E. 100.24 feet to a point; thence S. 54 degrees 02' 30" E. along the southern line of the Catholic Church Property 214.91 feet to the said northwestern line of East Fork Cannon's Branch, thence S. 55 degrees 46' 00" W. along the line of East Fork Cannon's Branch 463 feet to the point of beginning. Being the parcel of land marked "Reserved" on the Plat of Section 2, Green Park, Richmond, Virginia, dated February 19, 1951, made by W.W. LaPrade & Bros., Civil Engineers, Richmond, Va., and recorded in the Clerk's Office, Circuit Court, City of Richmond, Division I, Virginia, in Plat Book 12, Page 98.

BEING a portion of the same real estate conveyed to Francis X. DiLorenzo, Bishop of the Catholic Diocese of Richmond, Virginia, and his Successors in Office, by deed from Richmond Affordable Housing, a Virginia nonstock corporation, dated June 19, 2017, recorded June 29, 2017 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 170013446.

Parcel II - 1031 Fourqorean Lane (N000-0803/002):

ALL of that certain lot, piece or parcel of land, together with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, Virginia, and being known and designated as 1031 Fourqorean Lane (formerly 925 Fourqorean Lane), all as more particularly shown on a certain "Plat of Property Situated on the Southern Line of Fourqorean Lane and East of Harold Avenue, Richmond, Virginia", by Chas. H. Fleet & Associates, Engineers & Surveyors, Richmond, VA., dated March 4, 1983, a copy of which is attached to and recorded with the Deed in Deed Book 17, Page 535.

BEING the same real estate conveyed to The Most Reverend Barry C. Knestout, Bishop of the Catholic Diocese of Richmond and His Successors in Office by deed from Chestnut Commons, LLC, dated January 11, 2018, recorded January 18, 2018 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 180001054.

Parcel III - 1101 Fourqorean Lane (N000-0803/004):

ALL that certain lot of land in the City of Richmond, Virginia, being Parcel No. 1 on a plat of survey dated May 19, 1942, made by W. W. LaPrade & Bros., Civil Engineers, attached to a certain deed recorded in the aforesaid Clerk's Office in Deed Book 432-A, page 287 and being described with reference to said plat as follows:

BEGINNING on the South line of Fourqorean's Lane at its intersection with the Western line of a 100 foot Street styled "East Park Cannon's Branch" on said plat, and running thence Westwardly along and

fronting 432.26 feet on the South Line of Fourquarean's Lane; thence running back Southwardly at right angle to said Lane 273 feet to a rod; thence in a Southeasterly direction 215.33 feet to a rod on the Northwesterly line of said 100 foot street; thence running in a Northeasterly direction along said 100 footstreet 429.21 feet to the point of beginning.

LESS and EXCEPT that parcel of land conveyed to Irene C. Pervall, et al, by deed dated September 10, 1984, recorded September 12, 1984 in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 17, page 535, shown on a plat entitled "Plat of Property Situated on the Southern Line of Fourquarean Lane and East of Harold Avenue, Richmond, Va.", by Chas. H. Fleet & Assocs., Engineers & Surveyors, dated March 4, 1983, and attached to said deed.

BEING a portion of the same real estate conveyed to Francis X. DiLorenzo, Bishop of the Catholic Diocese of Richmond, Virginia, and his Successors in Office, by deed from Richmond Affordable Housing, a Virginia nonstock corporation, dated June 19, 2017, recorded June 29, 2017 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 170013446.

The Most Reverend Barry C. Knestout, Bishop of the Catholic Diocese of Richmond, Virginia, is the Successor in Office to Francis X. DiLorenzo.

# **Tab H:**

Attorney's Opinion (MANDATORY)



101 Arch Street	1325 G Street, NW
Suite 1101	Suite 770
Boston, MA 02110	Washington, DC 20005
T 617.224.0600	T 202.842.9006
F 617.224.0601	F 202.842.3936

March 16, 2023

TO: Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request  
Name of Development: Saint Elizabeth Apartments  
Name of Owner: Saint Elizabeth Apartments LLC

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 16, 2023 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

Finally, the undersigned is of the opinion that if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing 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.**

Klein Hornig LLP

By:   
Erik T. Hoffman  
Its: Partner



# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: 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)

### Nonprofit 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 nonprofit pool established under the Plan and assigning points for participation of a nonprofit organization in the development of qualified low-income housing.

Answers to the following questions will be used by the Authority in its evaluation of whether or not an applicant meets such requirements. Attach additional sheets as necessary to complete each question.

#### 1. General Information

- a. Name of development \_\_\_\_\_
- b. Name of owner/applicant \_\_\_\_\_
- c. Name of nonprofit entity \_\_\_\_\_
- d. Address of principal place of business of nonprofit entity  
\_\_\_\_\_  
\_\_\_\_\_

Indicate funding sources and amount used to pay for office space

\_\_\_\_\_  
\_\_\_\_\_

- e. Tax exempt status     501(c)(3)     501(c)(4)     501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) \_\_\_\_\_  
Evidenced by the following documentation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) \_\_\_\_\_
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- i. Expected life (in years) of nonprofit \_\_\_\_\_

## Appendices continued

j. Explain the anticipated future activities of the nonprofit over the next five years:

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k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit 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:

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l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?

YES  NO If yes, explain in detail: \_\_\_\_\_

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m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

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n. What are the sources and manner of funding of the nonprofit? (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.

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o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses \_\_\_\_\_

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# Appendices continued

## 2. Nonprofit Formation

a. Explain in detail the genesis of the formation of the nonprofit: \_\_\_\_\_

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b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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d. Does any for-profit organization or local housing authority have the right to make such appointments?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?

YES    NO

## Appendices continued

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. Nonprofit Involvement

a. Is the nonprofit 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 nonprofit own at least 10% of the general partnership/owning entity?

YES     NO

(ii) Will the nonprofit own 100% of the general partnership interest/owning entity?

YES     NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. (i) Will the nonprofit 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 nonprofit be the managing member or own more than 50% of the general partnership interest?     YES     NO

## Appendices continued

c. Will the nonprofit 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?

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Recordable agreement attached to the Tax Credit Application as TAB V?

If no at the end of the compliance period explain how the disposition of the assets will be structured:

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d. Is the nonprofit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

YES  NO If yes,

(i) Describe the nature and extent of the nonprofit's proposed involvement in the construction or rehabilitation of the Development:

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(ii) Describe the nature and extent of the nonprofit'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):

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(iii) Will the nonprofit 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 :

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## Appendices continued

e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?

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f. List all general partners/managing members of the Owner of the Development (one must be the nonprofit) and the relative percentages of their interests:

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g. If this is a joint venture, (i.e. the nonprofit 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.

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h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  YES  NO If yes, (i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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(ii) Explain how this relationship was established. For example, did the nonprofit solicit proposals from several for-profits? Did the for-profit contact the nonprofit and offer the services?

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## Appendices continued

i. Will the nonprofit 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.

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j. Will any portion of the developer's fee which the nonprofit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner?  YES  NO If yes, explain in detail the amount and timing of such payments.

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k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES  NO If yes, explain:

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l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES  NO If yes, explain:

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## Appendices continued

m. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

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n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development?  YES  NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

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#### 4. Virginia and Community Activity

a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?  
 YES  NO

b. Define the nonprofit's geographic target area or population to be served:

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c. Does the nonprofit or, if applicable, related nonprofit 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:

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## Appendices continued

d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing?  YES  NO If yes, explain

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e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

YES  NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

YES  NO If yes, explain:

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g. Has the nonprofit 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 meeting dates, meeting locations, number of attendees and general discussion points:

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h. 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

i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

YES  NO

## Appendices continued

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community?  YES  NO If yes, explain the meeting schedule:

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k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  YES  NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  YES  NO If yes, explain in detail:

---

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---

m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES  NO If yes, explain:

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---

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n. Has the nonprofit 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 nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

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## Appendices continued

o. Has the nonprofit 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).

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p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  YES  NO If yes, explain:

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q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES  NO If yes, explain:

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r. Has the nonprofit 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:

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s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES  NO If yes, explain the plan:

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# Appendices continued

## 5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

The undersigned Owner and nonprofit 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 nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

Date March 15, 2023

Owner/Applicant Saint Elizabeth Apartments LLC

By 

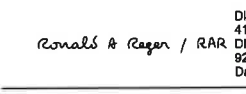
Its CEO

Title

Date March 15, 2023

Commonwealth Catholic Charities Housing Corporation

Nonprofit

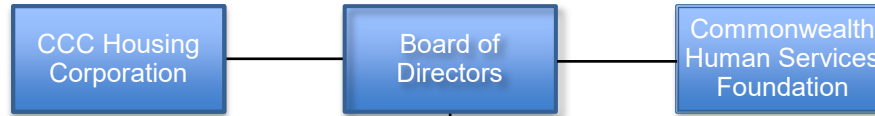
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9245-1c0169330a32  
Date: 2023.03.14 15:18:31 -04'00'

Board Chairman

By 

Executive Director

# Commonwealth Catholic Charities



Marie Hess  
Executive Assistant



Charles Hall  
Vice President of Housing

Jennifer Cunningham  
Vice President of Mission Advancement

Lori James  
CAO

Brooke Jennings  
Director of Finance

Pam Hobson  
Facilities Manager

Sydney Hasan  
Manager  
HR

Xander Ragnauth  
Manager  
IT

Josie Williams  
Director  
Behavioral Health & Disability Services

Jessenia Pagan  
Manager  
Counseling

Ashlee Giles  
Disability Services  
Manager

Toosdhi Jackson  
Director  
Children's Services

Cassandra Collins  
Director of Operations  
TFC Norton

Jennifer Ward  
Manager  
TFC, UAC, URM Richmond

Lydia Strawbridge  
Manager  
TFC Roanoke

Bob Larkin  
Manager  
Children's Shelter

Lolita Jackson  
Manager  
Children's Shelter

Taylor Mills  
Manager  
Adoption  
Pregnancy Counseling

Denise Crews  
Director  
Income & Asset Building Services

Laura Murphy  
Director  
Resettlement & Immigration Services

Kristen Larcher  
Director of Operations  
Resettlement and Immigration Services  
Hampton Roads

Abu Abdelrahman  
Manager  
Resettlement Richmond

Samim Noorzad  
Manager  
Resettlement Roanoke

Christine Elwell  
Director  
Supportive Housing & Homeless Services

Jacob Snow  
Manager  
Homeless Services

Erin Cave  
Manager  
Supportive Housing

Cindy Chambers  
Manager  
Homeless Services

Katie Dillon  
Manager  
Marketing

Kathleen McCormac  
Manager  
Development





## Housing Corporation Board of Directors Directory 2023



**Rosann Bocciarelli, Vice Chair** rbocciarelli@gmail.com 804.306.4652

204 Cyril Lane, Richmond, VA 23229

- Director of International Education (Retired), Collegiate School; Assistant General Counsel/Attorney (Retired)
- Juris Doctorate from Yale Law School and Bachelor of Arts from Connecticut College
- Member-Saint Elizabeth Catholic Church



**Joseph Boisineau, Member** joeboisineau@verizon.net 804.814.6066

1509 Sandgate Road, Midlothian, VA 23113

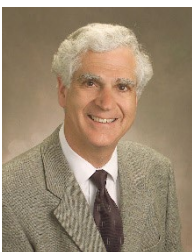
- Dispute Resolution Specialist (Retired), Virginia Department of Agriculture and Consumer Services
- Virginia Commonwealth University's Management Program and Detroit Retail Management and Merchandising Institute Program, Attended University of Detroit, University of Michigan, Henry Ford College and John Tyler Community College
- Vice Chair-CCC Housing Corporation Board of Directors; Past Chair-CCC Board of Directors; Chair-CCC Board Development Committee; Member-CCC Finance Committee; Member-CHSF Holiday Festival of Music Committee
- Member-Saint Edward the Confessor Catholic Church



**James P. Carreras, Member** j.carrerasjr@comcast.net 804.240.7896

2011 Oakengate Lane, Midlothian, VA 23113

- President, P & J Properties, Inc.; President (Retired), Automatic Leasing Service, Inc.
- Master of Business Administration from Wharton School University of Pennsylvania and Bachelor of Science from Saint Vincent College
- Member-CHSF Investment Committee
- Member-Saint Edward the Confessor Catholic Church



**James J. DePasquale, Secretary** jditalia2000@gmail.com 804.840.7422

O East 4<sup>th</sup> Street, Studio 39, Richmond, VA 23224

- President, DePasquale Delph Gentilhomme Group (Retired); Licensed Architect Certified by the National Council of Architectural Registration Boards
- Bachelor of Architecture from University of Virginia
- Secretary-CCC Housing Corporation Board of Directors
- Member-Bon Air Baptist Church







**Lucia Anna (Pia) Trigiani, Member**      pia.trigiani@mercertrigiani.com      703.837.5008

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710 South Union Street, Alexandria, VA 22314

- Attorney and Founding Partner, MercerTrigiani LLP
- Juris Doctorate from T.C. William School of Law University of Richmond and Bachelor of Arts from Saint Mary's College in Notre Dame
- Past Member-CHSF Board of Directors
- Member-Basilica of Saint Mary Catholic Church



**Sheba Williams, Member**      shewill@nolefturns.org      804-918-6470

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211 N. 18th Street, Richmond, VA 23223

- Executive Director, Nolef Turns, Inc
- Co-Founder, Institute of Forgiveness
- Board Member, Maggie Walker Community Land Trust Citizen's Advisory Panel
- Youth Justice Leadership Institute Fellow, 2018-19, National Juvenile Justice Network



**Jay Brown, Chief Executive Officer**      jay.brown@cccova.org      804.545.5975

---

1601 Rolling Hills Drive, Richmond, VA 23229-5011

- Chief Executive Officer, Commonwealth Catholic Charities

## Commonwealth Catholic Charities

List of Joint Venture Partnerships with For-profit Entities

Project Name	Owner Entity	GP/MM/Developer	Location	Date of Application	Current Status
Huntington Village	ND Owner, LLC	ND Managing Member, LLC/DPI, LLC/Dakota Partners	Newport News	March 14, 2018	Complete
The Heights at Brady Square	BR Owner, LLC	BR Owner LLC/BR Managing Member, LLC/Dakota Partners	Richmond	March 11, 2019	Construction
Oak Terrace	Oak Terrace, LLC	Oak Terrace MM, LLC/South Creek Investments, LLC/South Creek Development	Suffolk	March 11, 2020	Pre-development

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

**N/A**

# Tab K:

Documentation of Development Location:

# **Tab K.1**

Revitalization Area Certification



## Revitalization Area

### General Instructions

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

### Designation

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

1. The development is located in a Qualified Census Tract, as defined by HUD.
2. The development is located in a census tract wherein 70% or more of the families have incomes which are  $\leq$  80% statewide median income. **NOTE:** these census tracts are included ~~in~~ in the definition of targeted area for single-family lending purpose, but do not include ACEDS.
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries.
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below.

*The above-referenced development is located in a Revitalization Area in the Town/City/County of \_\_\_\_\_, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.*

Delete the language that does not apply, (i)(1) or (i)(2) above.



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EVENTS

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DATASETS



## 2022 and 2023 Small DDAs and QCTs

1031 Fourquaren Lane, richmond, va

Select a State  Select a County

Map Options : [Clear](#) | [Reset](#) | [Full Screen](#)

- QCT Legend:
- Tract Outline
  - LIHTC Project
  - 2023 Qualified Census Tracts
- SADDA Legend:
- FMR Boundary
  - 2023 Small DDA
  - Non Metro DDA

[Hide the overview](#)

The 2023 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2023. The 2023 designations use population and tract boundaries from the 2020 Decennial census. The designation methodology is explained in the [Federal Register notice](#) published October 24, 2022.

### Map Options

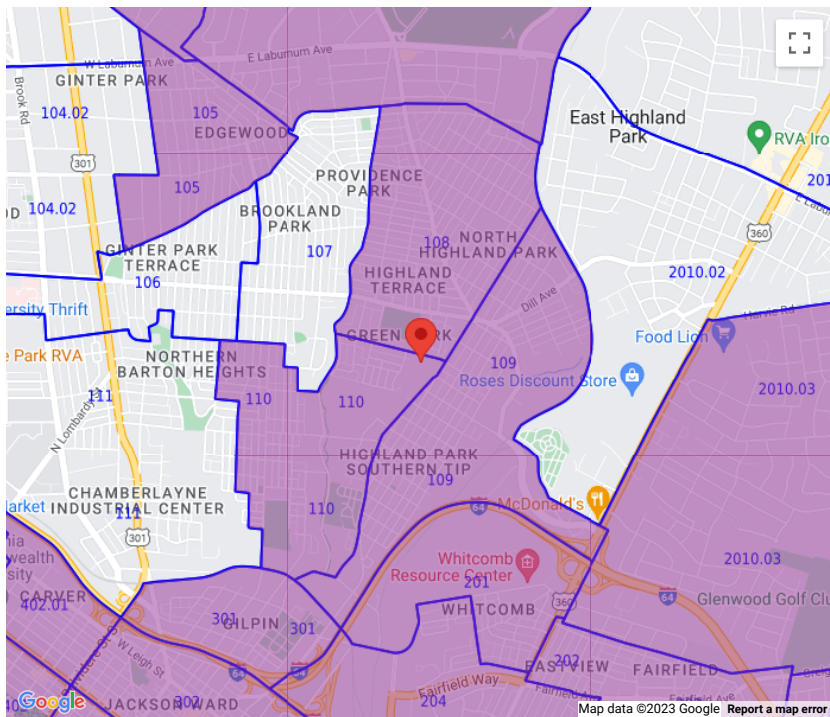
14 Current Zoom Level

- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

### Select Year

- 2023
- 2022



◀ 2.3K

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- Organization Chart
- PD&R Events
- HUD Secretary's Awards

### Reference

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- HUDUser Archives
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- Datasets
- Periodicals
- Regulatory Barriers Clearinghouse
- Reports
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*Note:* Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

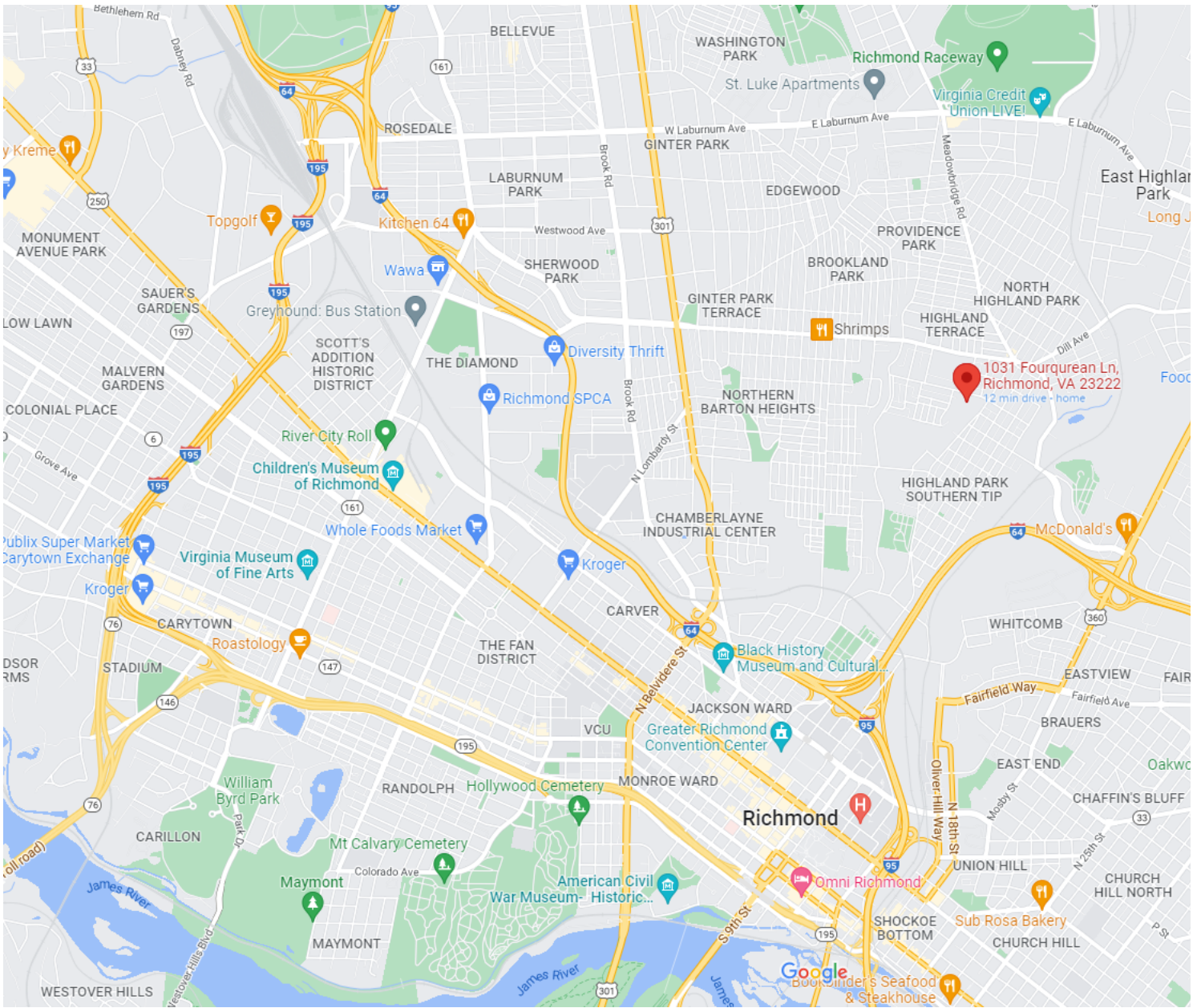
[Accessibility](#) | [Contact Info](#) | [Privacy Policy](#) | [FOIA](#) | [Web Management and Web Policies](#) | [Inspector General](#) | [No Fear Act](#) | [PaymentAccuracy.gov](#)





# Tab K.2

Location Map









Map data ©2022 Google 2000 ft



### 1031 Fourquaren Ln

Building

-   
Directions
-   
Save
-   
Nearby
-   
Send to your phone
-   
Share

 1031 Fourquaren Ln, Richmond, VA 23222

# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
www.timmons.com

Surveyor's Certification of Proximity to Transportation

General Instructions

- 1. This form must be included with the Application.
- 2. This Letter must be submitted under the Surveyor's or Engineer's Corporate Letterhead.
- 3. Any change in this form may result in a reduction of points under the scoring system.
- 4. If you have any questions, please call the Tax Credit Allocation Department 804-343-5518.

Date March 6, 2023

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development Saint Elizabeth Apartments

Name of Owner Saint Elizabeth Apartments LLC

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; OR

1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

Firm Name Timmons Group

By Shawn A. Smith

Its Senior Project Manager

Title



# Tab L:

PHA / Section 8 Notification Letter

# Appendices continued

## PHA or Section 8 Notification Letter

Date March 6, 2023

To Kenyatta Green  
Senior Vice President of Affordable Housing  
Sent via Email

RE: Proposed Affordable Housing Development

Name of Development Saint Elizabeth Apartments

Name of Owner Saint Elizabeth Apartments LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on October 2024 (date).

### **The following is a brief description of the proposed development:**

Development Address 1031 Fourquare Lane, Richmond, VA 23222

---

---

### **Proposed Improvements:**

- New Construction: 56 #Units 14 #Buildings
- Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

### **Proposed Rents:**

- Efficiencies: \$ 767 /month
- 1 Bedroom Units: \$ 806 - 1,044 /month
- 2 Bedroom Units: \$ 960 - 1,189 /month
- 3 Bedroom Units: \$ 1,364 - 1,556 /month
- 4 Bedroom Units: \$ \_\_\_\_\_ /month

### **Other Descriptive Information:**

The Saint Elizabeth Apartments is a new construction development located in the Green Park neighborhood of Richmond, VA. The 56-unit development will include a community building, outdoor recreation area, ample parking, 504 accessible units, and is located in close proximity to public transit, parks, and commercial corridors.

Appendices continued

**PHA or Section 8 Notification Letter**

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (804) 545 - 5975 .

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

Sincerely yours,

Name Jason "Jay" Brown

Title CEO

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

Seen and Acknowledged By *Keyatta Green*

Printed Name: *Keyatta Green*

Title *SUP of affordable Housing*

Phone *804-780-3491*

Date *3.9.2023*

# **Tab M:**

Locality CEO Response Letter



# **Tab N:**

Homeownership Plan

**N/A**

# **Tab O:**

Plan of Development Certification Letter

# Tab P:

Developer Experience documentation and  
Partnership agreements Developer Fee Agreement  
(Please submit this TAB as a separate stand alone  
document)

# Tab P:

## Documentation of Developer Experience documentation and Partnership agreements

### Saint Elizabeth Apartments

Application 2023-C-57

Commonwealth Catholic Charities Housing Corporation is partnering with People Incorporated Housing Group (PIHG) for the development of the Saint Elizabeth Apartments. In order to demonstrate PIHG's development experience, we have included the Operating Agreement, Org Chart and 8609 for four projects. We have included the aforementioned documents for each of the following four deals **within a separate file**, Culpepper Crossing, Millview Apartments, Pennington Gap Apartments, and Essex Manor Apartments, and certify that each is active with no reported compliance issues remaining uncured.

Project	Operating Agreement	Org Chart	8609	No. of Units
Culpepper Crossing	X	X	X	28
Millview Apartments	X	X	X	28
Pennington Gap Apartments	X	X	X	40
Essex Manor Apartments	X	X	X	40

# **Tab Q:**

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



PO Box 26887  
Richmond VA 23261-6887  
901 Chamberlayne Pkwy  
Richmond VA 23220

(O) (804) 780-4200  
TTY Dial 7-1-1  
[info@rrha.com](mailto:info@rrha.com)  
[www.rrha.com](http://www.rrha.com)

**Interim Chief Executive Officer**  
Stacey Daniels-Fayson

**Board of Commissioners**  
Dr. Basil I. Gooden, Chairman,  
Barrett Hardiman, Vice Chairman  
Veronica G. Blount  
Jonathan Coleman  
W.R. "Bill" Johnson, Jr.  
Robley S. Jones  
Neil Kessler  
Charlene Pitchford  
Patrice Shelton, CCHWSr

February 22, 2022

**Commonwealth Catholic Charities**

**Attn: Charles Hall**  
**1601 Rolling Hills Drive**  
**Richmond, VA 23229**  
[charles.hall@cccovfa.org](mailto:charles.hall@cccovfa.org)

**RE: RRHA RFP 2021-25 Project Based Vouchers – The Saint Elizabeth Apartments**

Dear Mr. Hall:

Thank you for responding to Richmond Redevelopment and Housing Authority's Request for Proposal No. RRHA-RFP-2021-25 for Project Based Vouchers (PBVs) issued on **November 23, 2021**. In response to your proposal, I am pleased to inform you that you have been awarded up to **14** PBVs for the **St. Elizabeth Apts.** project located at **1031 Fourqurean Ln, Richmond VA 23222**. The term of the PBVs will be for 15 years subject to the execution of a HAP contract. This commitment is in effect from March 1, 2022 – March 1, 2024 (two years) subject to your satisfactory compliance with the terms and conditions stipulated in the aforementioned RFP.

In addition, if you indicated in your response to the aforementioned RFP that your project was applying for Low Income Housing Tax Credits (LIHTCs) through Virginia Housing, then this commitment is contingent upon receiving an allocation of Low Income Housing Tax Credits no later than December 31, 2022. If you do not receive an allocation of tax credits or execute the HAP contract by the defined deadlines, you will be required to request PBVs from RRHA by any open available method, i.e. a future RFP for competitive award of PBVs.

Congratulations on receiving this commitment. We look forward to working with you. If you have any additional questions, you may contact me by e-mail at [arthur.walker@rrha.com](mailto:arthur.walker@rrha.com)

Sincerely,

Arthur J. Walker, CPPO  
Director of Procurement and Contract Administration

CC: Kenyatta Green, RRHA





# FY 2023 FAIR MARKET RENT DOCUMENTATION SYSTEM

## The FY 2023 Richmond, VA MSA FMRs for All Bedroom Sizes

Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2023 FMR	\$1,157	\$1,183	\$1,336	\$1,727	\$2,100
<a href="#">FY 2022 FMR</a>	\$1,022	\$1,044	\$1,189	\$1,556	\$1,864

Richmond city, VA is part of the Richmond, VA MSA, which consists of the following counties: Amelia County, VA; Charles City County, VA; Chesterfield County, VA; Dinwiddie County, VA; Goochland County, VA; Hanover County, VA; Henrico County, VA; King William County, VA; New Kent County, VA; Powhatan County, VA; Prince George County, VA; Sussex County, VA; Colonial Heights city, VA; Hopewell city, VA; Petersburg city, VA; and Richmond city, VA. All information here applies to the entirety of the Richmond, VA MSA.

### Fair Market Rent Calculation Methodology

[Show/Hide Methodology Narrative](#)

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. **Calculate the Base Rent:** HUD uses 2016-2020 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area as the new basis for FY2023, provided the estimate is statistically reliable. For FY2023, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases. HUD does not receive the exact number of survey cases, but rather a categorical variable known as the count indicator indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2016-2020 5-year estimate, HUD checks whether the area has had at least 2 minimally reliable estimates in the past 3 years, or estimates that meet the 50% margin of error test described above. If so, the FY2023 base rent is the average of the inflated ACS estimates.

If an area has not had a minimally reliable estimate in the past 3 years, HUD uses the estimate for the area's corresponding metropolitan area (if applicable) or State non-metropolitan area as the basis for FY2023.

2. **Calculate the Basis for Recent Mover Adjustment Factor:** HUD has changed the calculation of the FY2023 Recent Mover Factor from previous years due to the unavailability of ACS<sub>2020</sub> 1-year estimates. The Census Bureau did not release standard 1-year estimates from the 2020 American Community Survey (ACS) due to the impacts of the COVID-19 pandemic on data collection. For FY2023, HUD uses a multi-pronged approach that includes private sources of rental data.

In order to calculate rents that are "as of" 2020, HUD takes the average of the recent mover factor from 1-year ACS<sub>2019</sub> recent mover rent inflated by 2019-2020 gross rent change; and the factor from 5-year ACS<sub>2020</sub> recent mover rent. For areas where private data is available, the 2019-2020 gross rent change uses a weighted average of private sources and the Consumer Price Index (CPI) to calculate the annual percentage change in rents plus utilities from annual 2019 to annual 2020. For areas where private data is not available, the 2019-2020 gross rent change is based only on the CPI.

3. **Adjust for Inflation:** In order to calculate rents that are "as of" 2021, for areas where private data is available, HUD calculates the relevant (regional or local) change in gross rent inflation using a weighted average of private data sources and the Consumer Price Index (CPI) from annual 2020 to annual 2021. For areas where private data is not available, HUD uses only the CPI, which is the same process used in previous years.
4. **Calculate the Trend Factor:** To further inflate rents from 2021 to FY2023, HUD uses a "trend factor" based on the forecast of CPI gross rent changes through FY2023.
5. **Multiply the Factors:** HUD multiplies the base rent by the recent mover factor, the gross rent inflation factor, and the trend factor to produce a rent that is "as of" the current fiscal year.
6. **Compare to the State minimum:** FY2023 FMRs are then compared to a State minimum rent, and any area whose preliminary FMR falls below this value is raised to the level of the State minimum.
7. **Calculate Bedroom Ratios:** HUD calculates "bedroom ratios" and multiplies these by the two-bedroom rent to produce preliminary FMRs for unit sizes other than two bedrooms.
8. **Compare to Last Year's FMR:** FY2023 FMRs may not be less than 90% of FY2022 FMRs. Therefore, HUD applies "floors" based on the prior year's FMRs.

### The results of the Fair Market Rent Step-by-Step Process



**1. Base Rent Calculation**

The following are the 2020 American Community Survey 5-year 2-Bedroom Adjusted Standard Quality Gross Rent estimates and margins of error for Richmond, VA MSA.

Area	ACS <sub>2020</sub> 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent	ACS <sub>2020</sub> 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent Margin of Error	Ratio	Sample Size Category	Result
Richmond, VA MSA	\$1,041	\$11	$\frac{\$11}{\$1,041} = 0.01057$	6	0.01057 < .5 6 ≥ 4 Use ACS <sub>2020</sub> 5-Year Richmond, VA MSA 2-Bedroom Adjusted Standard Quality Gross Rent

Since the ACS<sub>2020</sub> Margin of Error Ratio is less than .5, HUD uses the ACS<sub>2020</sub> Richmond, VA MSA value for the estimate of 2-Bedroom Adjusted Standard Quality Gross Rent (Base Rent).

Area	FY2023 Base Rent
Richmond, VA MSA	\$1,041

**2. Recent Mover Adjustment Factor Calculation**

Since Richmond, VA MSA is covered by at least 3 private data sources, the calculation of the recent mover adjustment factor is as follows:

Area	ACS <sub>2019</sub> 1-Year Adjusted Standard Quality Recent-Mover Gross Rent	Average of Private Sources Annual Rent % Change 2019-2020	CPI Shelter Rent % Change 2019-2020	Combination of Private Sources and CPI (Shelter Rent Change)	Gross Rent Inflation Factor Calculation (Weighted Average of Shelter Rent and Utilities Changes)	ACS <sub>2019</sub> Recent Mover Rent Inflated to 2020	ACS <sub>2020</sub> 5-year All Mover Rent	Ratio
Richmond, VA MSA	\$1,105	1.03075	1.03361	$(1.03075 * 0.6) + (1.03361 * 0.4) = 1.03190$	$(1.0319 * 0.8392) + (1.00426 * 0.1608) = 1.02745$	$\frac{\$1,105}{1.02745} = \$1,135$	\$1,041	$\frac{\$1,135}{\$1,041} = 1.0903$

Area	ACS <sub>2020</sub> 5-Year Adjusted Standard Quality Recent-Mover Gross Rent	ACS <sub>2020</sub> 5-year All Mover Rent	Ratio
Richmond, VA MSA	\$1,156	\$1,041	$\frac{\$1,156}{\$1,041} = 1.11047$

Area	Average of Recent-Mover Ratios	Final Recent-Mover Adjustment Factor
Richmond, VA MSA	$(1.11047 + 1.0903) / 2 = 1.10039$	$1.10039 \geq 1.0$ Use calculated Recent-Mover Adjustment Factor of 1.10039

**3. Inflation Adjustment Factor Calculation**

Since Richmond, VA MSA is covered by at least 3 private data sources, the calculation of the inflation adjustment factor is as follows: Compute the average change in rent measured by available private sector rent data sources between 2020 and 2021, compute the change in shelter rent between 2020 and 2021 measured by CPI local or regional CPI, compute a weighted average of the private and CPI rent changes, then compute the gross rent inflation factor as a weighted average of the combined private and CPI shelter rent increases and local or regional CPI utility price increases. The result inflates gross rents to be "as of" 2021.

	Average of Private Sources Annual Shelter Rent % Change 2020-2021	CPI Shelter Rent % Change 2020-2021	Combination of Private Sources and CPI (Shelter Rent Change)	Gross Rent Inflation Factor Calculation (Weighted Average of Shelter Rent and Utilities Changes)	Type
Inflation Update Factor	1.09365	1.02993	$(1.09365 * 0.6) + (1.02993 * 0.4) = 1.06816$	$(1.06816 * 0.82981) + (1.04226 * 0.17019) = 1.06375$	Private Sources + CPI Update Factor

**4. Trend Factor Adjustment**

The calculation of the Trend Factor is as follows: HUD forecasts the change in national gross rents from 2021 to 2023 for each CPI area and Census Region. This makes Fair Market Rents "as of" FY2023.

Trend Factor	Trend Factor Type
Trend Factor <a href="#">1.09628</a>	Region

**5. Combination of Factors**

The FY 2023 2-Bedroom Fair Market Rent for Richmond, VA MSA is calculated as follows:

Area	Base Rent	Recent-Mover Adjustment Factor	Annual 2020 to 2021 Gross Rent Inflation Adjustment	Trending 2021 to FY2023	FY 2023 2-Bedroom FMR
Richmond, VA MSA	\$1,041	1.10038	1.06375	1.09628	$\$1,041 * 1.10038 * 1.06375 * 1.09628 = \$1,336$

**6. State Minimum Comparison**

In keeping with HUD policy, the preliminary FY 2023 FMR is checked to ensure that it does not fall below the state minimum.

Area	Preliminary FY2023 2-Bedroom FMR	FY 2023 Virginia State Minimum	Final FY2023 2-Bedroom FMR
Richmond, VA MSA	\$1,336	<a href="#">\$793</a>	\$1,336 ≥ \$793 Use Richmond, VA MSA FMR of \$1,336

**7. Bedroom Ratios Application**

Bedroom ratios are applied to calculate FMRs for unit sizes other than two bedrooms.

Click on the links in the table to see how the bedroom ratios are calculated.

FY 2023 FMRs By Unit Bedrooms					
	<a href="#">Efficiency</a>	<a href="#">One-Bedroom</a>	<a href="#">Two-Bedroom</a>	<a href="#">Three-Bedroom</a>	<a href="#">Four-Bedroom</a>
FY 2023 FMR	\$1,157	\$1,183	\$1,336	\$1,727	\$2,100

**8. Comparison to Previous Year**

The FY2023 FMRs for each bedroom size must not be below 90% of the FY2022 FMRs.

	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY2022 FMR	\$1,022	\$1,044	\$1,189	\$1,556	\$1,864
FY2022 floor	\$920	\$940	\$1,071	\$1,401	\$1,678
FY 2023 FMR	\$1,157	\$1,183	\$1,336	\$1,727	\$2,100
Use FY2022 floor for FY2023?	No	No	No	No	No

**Final FY2023 Rents for All Bedroom Sizes for Richmond, VA MSA**

Final FY 2023 FMRs By Unit Bedrooms					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
Final FY 2023 FMR	\$1,157	\$1,183	\$1,336	\$1,727	\$2,100

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

Permanent link to this page: [http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2023\\_code/2023summary.odn?&year=2023&fmrtype=Final&selection\\_type=county&fips=5176099999](http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2023_code/2023summary.odn?&year=2023&fmrtype=Final&selection_type=county&fips=5176099999)

**Other HUD Metro FMR Areas in the Same MSA**

Select another Final FY 2023 HUD Metro FMR Area that is a part of the Richmond, VA:

King and Queen County, VA HUD Metro FMR Area

**Select a different area**

Press below to select a different county within the same state (same primary state for metropolitan areas):

Press below to select a different state:

Select a Final FY 2023 Metropolitan FMR Area:

- Accomack County, VA
- Albemarle County, VA
- Alexandria city, VA
- Alleghany County, VA
- Amelia County, VA

Select a new county

Richmond, VA MSA  
Select Metropolitan FMR Area

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Prepared by the [Program Parameters and Research Division](#), HUD. Technical problems or questions? [Contact Us](#).

# **Tab R:**

Documentation of Operating Budget and Utility Allowances

# Tab R:

## Documentation of Operating Budget and Utility Allowances

### Saint Elizabeth Apartments Application 2023-C-57

The Saint Elizabeth Apartments operating budget was developed by Commonwealth Catholic Charities Housing Corporation and Vibrant Communities Drive Change through analysis of comparable new construction multifamily developments in the Richmond region. CCCHC also consulted local property management firms including Habitat America and Enterprise Residential to review our Operating Budget assumptions and provide staffing and wage rate guidance.

The Saint Elizabeth Apartments is utilizing two separate utility allowances, the first from the U.S. Department of Housing and Urban Development (HUD) – Richmond Redevelopment & Housing Authority (RRHA), and the second from Viridiant. Eight (8) of the units will receive a Project Based Voucher from RRHA and thus the HUD/RRHA UA will apply. The remaining forty-four (44) units will utilize the Viridiant Utility Allowance.

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$3,000
2. Office Salaries			\$0
3. Office Supplies			\$2,500
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$45,000
	6.30% of EGI	\$803.57	Per Unit
6. Manager Salaries			\$65,000
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$4,000
9. Auditing			\$8,000
10. Bookkeeping/Accounting Fees			\$3,000
11. Telephone & Answering Service			\$5,000
12. Tax Credit Monitoring Fee			\$2,500
13. Miscellaneous Administrative			\$24,960
<b>Total Administrative</b>			<b>\$162,960</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$3,500
16. Water			\$3,000
17. Gas			\$0
18. Sewer			\$3,000
<b>Total Utility</b>			<b>\$9,500</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$1,000
21. Janitor/Cleaning Contract			\$10,000
22. Exterminating			\$6,000
23. Trash Removal			\$6,000
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$5,000
27. Grounds Contract			\$10,000
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$7,500
30. Repairs Contract			\$15,000
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$3,500
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$2,000
35. Decorating/Payroll/Contract			\$7,500
36. Decorating Supplies			\$0
37. Miscellaneous			\$0
<b>Totals Operating &amp; Maintenance</b>			<b>\$73,500</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$75,000
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$19,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$18,333
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$112,333</b>

<b>Total Operating Expense</b>	<b>\$358,293</b>
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<b>Total Operating Expenses Per Unit</b>	<b>\$6,398</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>50.15%</b>
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<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$16,800</b>
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<b>Total Expenses</b>	<b>\$375,093</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

## Allowances for Tenant-Furnished Utilities and Other Services

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



Locality		Green Discount	Unit Type			Weather Code	Date
Richmond Area 2022		None	Large Apartment (5+ units)			VA007	2022-08-16
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$28	\$33	\$37	\$41	\$46	\$50
	Bottle Gas	\$69	\$81	\$93	\$104	\$116	\$127
	Electric Resistance	\$16	\$19	\$24	\$29	\$33	\$37
	Electric Heat Pump	\$14	\$16	\$19	\$21	\$22	\$23
	Fuel Oil	\$56	\$66	\$75	\$84	\$94	\$103
Cooking	Natural Gas	\$4	\$5	\$8	\$10	\$12	\$15
	Bottle Gas	\$11	\$12	\$18	\$24	\$29	\$35
	Electric	\$5	\$6	\$9	\$12	\$15	\$17
	Other						
Other Electric	\$20	\$24	\$33	\$42	\$51	\$60	
Air Conditioning	\$8	\$9	\$13	\$17	\$21	\$25	
Water Heating	Natural Gas	\$10	\$12	\$17	\$23	\$28	\$32
	Bottle Gas	\$24	\$28	\$41	\$54	\$66	\$79
	Electric	\$13	\$15	\$19	\$24	\$28	\$32
	Fuel Oil	\$20	\$23	\$33	\$44	\$54	\$64
Water	\$25	\$27	\$40	\$60	\$80	\$100	
Sewer	\$36	\$38	\$54	\$78	\$101	\$125	
Electric Fee	\$7	\$7	\$7	\$7	\$7	\$7	
Natural Gas Fee	\$17	\$17	\$17	\$17	\$17	\$17	
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection	\$20	\$20	\$20	\$20	\$20	\$20	
Range/Microwave	\$20	\$20	\$20	\$20	\$20	\$20	
Refrigerator	\$25	\$25	\$25	\$25	\$25	\$25	
Other – specify							



## Allowances for Tenant-Furnished Utilities and Other Services

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



Locality		Green Discount	Unit Type			Weather Code	Date
Richmond Area 2022		None	Lowrise Apartment (2-4 units)			VA007	2022-08-16
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$45	\$52	\$55	\$59	\$62	\$66
	Bottle Gas	\$111	\$130	\$140	\$149	\$158	\$167
	Electric Resistance	\$23	\$27	\$32	\$37	\$43	\$49
	Electric Heat Pump	\$18	\$21	\$24	\$25	\$27	\$30
	Fuel Oil	\$90	\$106	\$113	\$121	\$128	\$136
Cooking	Natural Gas	\$4	\$5	\$8	\$10	\$12	\$15
	Bottle Gas	\$11	\$12	\$18	\$24	\$29	\$35
	Electric	\$5	\$6	\$9	\$12	\$15	\$17
	Other						
Other Electric		\$24	\$29	\$40	\$51	\$63	\$74
Air Conditioning		\$9	\$10	\$15	\$19	\$24	\$28
Water Heating	Natural Gas	\$13	\$15	\$22	\$28	\$34	\$40
	Bottle Gas	\$30	\$36	\$51	\$67	\$83	\$99
	Electric	\$16	\$19	\$24	\$29	\$34	\$38
	Fuel Oil	\$24	\$29	\$42	\$54	\$67	\$80
Water		\$25	\$27	\$40	\$60	\$80	\$100
Sewer		\$36	\$38	\$54	\$78	\$101	\$125
Electric Fee		\$7	\$7	\$7	\$7	\$7	\$7
Natural Gas Fee		\$17	\$17	\$17	\$17	\$17	\$17
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection		\$20	\$20	\$20	\$20	\$20	\$20
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25
Other – specify							

## Allowances for Tenant-Furnished Utilities and Other Services

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



Locality		Green Discount	Unit Type			Weather Code	Date
Richmond Area 2022		None	Manufactured			VA007	2022-08-16
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$34	\$40	\$45	\$50	\$55	\$61
	Bottle Gas	\$84	\$98	\$112	\$126	\$140	\$155
	Electric Resistance	\$36	\$42	\$42	\$41	\$42	\$43
	Electric Heat Pump	\$17	\$20	\$22	\$23	\$26	\$28
	Fuel Oil	\$68	\$80	\$91	\$103	\$114	\$125
Cooking	Natural Gas	\$4	\$5	\$8	\$10	\$12	\$15
	Bottle Gas	\$11	\$12	\$18	\$24	\$29	\$35
	Electric	\$5	\$6	\$9	\$12	\$15	\$17
	Other						
Other Electric		\$29	\$35	\$48	\$62	\$75	\$89
Air Conditioning		\$8	\$9	\$15	\$22	\$29	\$36
Water Heating	Natural Gas	\$13	\$15	\$22	\$28	\$34	\$40
	Bottle Gas	\$30	\$36	\$51	\$67	\$83	\$99
	Electric	\$16	\$19	\$24	\$29	\$33	\$37
	Fuel Oil	\$24	\$29	\$42	\$54	\$67	\$80
Water		\$25	\$27	\$40	\$60	\$80	\$100
Sewer		\$36	\$38	\$54	\$78	\$101	\$125
Electric Fee		\$7	\$7	\$7	\$7	\$7	\$7
Natural Gas Fee		\$17	\$17	\$17	\$17	\$17	\$17
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection		\$20	\$20	\$20	\$20	\$20	\$20
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25
Other – specify							

## Allowances for Tenant-Furnished Utilities and Other Services

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



Locality		Green Discount	Unit Type			Weather Code	Date
Richmond Area 2022		None	Single Family Attached			VA007	2022-08-16
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$36	\$43	\$48	\$53	\$58	\$64
	Bottle Gas	\$90	\$106	\$120	\$134	\$147	\$161
	Electric Resistance	\$23	\$27	\$32	\$37	\$43	\$49
	Electric Heat Pump	\$17	\$20	\$23	\$24	\$26	\$28
	Fuel Oil	\$73	\$86	\$97	\$108	\$120	\$131
Cooking	Natural Gas	\$4	\$5	\$8	\$10	\$12	\$15
	Bottle Gas	\$11	\$12	\$18	\$24	\$29	\$35
	Electric	\$5	\$6	\$9	\$12	\$15	\$17
	Other						
Other Electric		\$25	\$30	\$41	\$53	\$65	\$77
Air Conditioning		\$8	\$9	\$16	\$23	\$30	\$37
Water Heating	Natural Gas	\$13	\$15	\$22	\$28	\$34	\$40
	Bottle Gas	\$30	\$36	\$51	\$67	\$83	\$99
	Electric	\$16	\$19	\$24	\$29	\$34	\$38
	Fuel Oil	\$24	\$29	\$42	\$54	\$67	\$80
Water		\$25	\$27	\$40	\$60	\$80	\$100
Sewer		\$36	\$38	\$54	\$78	\$101	\$125
Electric Fee		\$7	\$7	\$7	\$7	\$7	\$7
Natural Gas Fee		\$17	\$17	\$17	\$17	\$17	\$17
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection		\$20	\$20	\$20	\$20	\$20	\$20
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25
Other – specify							

## Allowances for Tenant-Furnished Utilities and Other Services

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



Locality		Green Discount	Unit Type			Weather Code	Date
Richmond Area 2022		None	Single Family House			VA007	2022-08-16
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$40	\$46	\$53	\$59	\$65	\$72
	Bottle Gas	\$98	\$116	\$132	\$149	\$165	\$182
	Electric Resistance	\$34	\$40	\$44	\$48	\$54	\$59
	Electric Heat Pump	\$20	\$23	\$26	\$27	\$30	\$33
	Fuel Oil	\$80	\$94	\$107	\$121	\$134	\$147
Cooking	Natural Gas	\$4	\$5	\$8	\$10	\$12	\$15
	Bottle Gas	\$11	\$12	\$18	\$24	\$29	\$35
	Electric	\$5	\$6	\$9	\$12	\$15	\$17
	Other						
Other Electric		\$29	\$35	\$48	\$62	\$75	\$89
Air Conditioning		\$6	\$7	\$17	\$27	\$36	\$46
Water Heating	Natural Gas	\$13	\$15	\$22	\$28	\$34	\$40
	Bottle Gas	\$30	\$36	\$51	\$67	\$83	\$99
	Electric	\$16	\$19	\$24	\$29	\$33	\$37
	Fuel Oil	\$24	\$29	\$42	\$54	\$67	\$80
Water		\$25	\$27	\$40	\$60	\$80	\$100
Sewer		\$36	\$38	\$54	\$78	\$101	\$125
Electric Fee		\$7	\$7	\$7	\$7	\$7	\$7
Natural Gas Fee		\$17	\$17	\$17	\$17	\$17	\$17
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection		\$20	\$20	\$20	\$20	\$20	\$20
Range/Microwave		\$20	\$20	\$20	\$20	\$20	\$20
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25
Other – specify							



# **Tab S:**

Supportive Housing Certification

### Virginia Housing Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:

<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. List the types of supportive services to be offered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Who will be providing supportive services? \_\_\_\_\_  
\_\_\_\_\_
6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services? \_\_\_\_\_ %

In addition, I/we certify the following:

#### **Services**

**Tenant choice.** Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

**Assertive outreach and engagement.** The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

**Case management.** Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

## Appendices continued

### Housing

**Tenant choice.** Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

**Access.** Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

**Quality.** Supportive housing units will be similar to other units in the project.

**Integration.** Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

**Rights of tenancy.** Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met — paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

**Affordability.** Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

**Coordination between housing and services.** Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

**Delineated roles.** There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

Date \_\_\_\_\_

Owner/Applicant \_\_\_\_\_

Service Provider \_\_\_\_\_

By  \_\_\_\_\_

By  \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Title

Title





1601 Rolling Hills Drive  
Richmond, Virginia 23229  
804.285.5900 • cccofva.org

## Commonwealth Catholic Charities Permanent Supportive Housing Experience

Commonwealth Catholic Charities has operated two distinct permanent supportive housing programs supporting extremely low-income Virginians for nearly a decade.

**Housing Opportunities for Persons with AIDS** (Norton, Petersburg, Richmond) CCC provides a combination of long term or short term housing subsidies and comprehensive case management services to assist low income persons living with HIV or AIDS establish or maintain stability in housing, acquire the resources and supports necessary to maintain housing, and access the health and supportive services necessary to thrive in their communities. HOPWA assisted units are scattered site and supported by a dedicated team of case workers and leverage the internal assistance of CCC's Housing Counselors and Workforce Development teams for financial literacy and employment assistance.

**Crater PSH (Petersburg)** CCC provides chronically homeless individuals and individuals with serious mental illness with housing-focused case management, housing location assistance, and ongoing connections to community resources combined with a deep, permanent housing subsidy to enable long term homeless individuals with disabilities to move from the streets or emergency shelter to permanent housing. Crater PSH assisted units are scattered site and supported by a dedicated team of case workers and leverage the internal assistance of CCC's Housing Counselors and Workforce Development teams for financial literacy and employment assistance.



Memorandum of Understanding between  
**Commonwealth Catholic Charities**  
&  
**Saint Elizabeth Apartments LLC**  
regarding permanent supportive housing programming and support services  
to be provided at the Saint Elizabeth Apartments.

This document constitutes an agreement between **Commonwealth Catholic Charities**, a nonprofit organization that provides a continuum of services to individuals and families in the greater Richmond metro area - from street-based outreach services to intensive case management– by building relationships, supporting healing, and fostering independence, and **Saint Elizabeth Apartments LLC**, an affordable housing public corporation that develops and manages affordable properties in Richmond, Virginia.

**1. Duration of MOU**

This MOU will be in effect upon signing by all parties and will renew annually by mutual agreement of Commonwealth Catholic Charities and Saint Elizabeth Apartments LLC. The period of performance may be adjusted and/or extended with the mutual agreement of the parties specified. Any modification of this agreement, however, must be in writing.

**2. Purpose of Agreement**

The purpose of this agreement is to describe the duties and responsibilities of Commonwealth Catholic Charities and Saint Elizabeth Apartments LLC with respect to the Low-Income Housing Tax Credit (LIHTC) project at Saint Elizabeth Apartments. This project will provide up to fourteen Permanent Supportive Housing (PSH) units, with rent subsidies provided through the Richmond Redevelopment and Housing Authority for a term of at least 15 years. This agreement will ensure a collaborative effort to meet the intent of the project.

**3. Duties and responsibilities of Saint Elizabeth Apartments, LLC.**

- a. Saint Elizabeth Apartments LLC will provide the full range of PSH housing rights to include tenant choice, access, quality, integration, rights of tenancy, affordability, and the coordination between housing and services and delineated roles.
- b. A property manager will be separate from and stay in regular community with support services staff to include case managers at CCC

**4. Duties and Responsibilities of Commonwealth Catholic Charities**

- a. CCC Case Managers will refer interested persons who meet the project criteria to Saint Elizabeth Apartments
- b. CCC Case Managers will assist potential Saint Elizabeth Apartments tenants with completing necessary applications and providing income information, etc.
- c. CCC intends to provide tenant specific services based upon resident surveys completed during move-in. Services provided by CCC would change over time as both tenants and tenant preferences change. A list of potential services that CCC could provide at the Saint Elizabeth Apartments are included below:

- i. Housing and Financial Counseling - work with tenants to improve credit scores, create a workable budget, purchase a home, or avoid eviction. CCC's certified financial and housing counselors can help develop a plan to achieve financial goals through one-on-one counseling and classes and workshops.
- ii. Development Disabilities - provide case management services for individuals with a developmental disability under the Family and Individual supports (FIS) and Community Living (CL) Waivers.
- iii. Workforce Development - help tenants enter, succeed, and advance in the workplace. CCC Employment Navigators work with a variety of community partners to provide services such as career readiness assessments, skills training, job placement, resume building, and interview practice and preparation.
- iv. Independence for Seniors - provide Call Reassurance and Caregiver Relief services for seniors. Our senior programs also promote positive cognitive health through a lending library with books, magazines, adult coloring pages, and word search puzzles.
- v. Interpreter and Translation Services - CCC trained interpreters accurately and efficiently translate a variety of languages to meet any number of business needs. We provide services in the following languages: ASL, Arabic, Amharic, Bosnian, Burmese, Chin, Chinese, Chinese Mandarin, Creole, Croatian, Dari, Dinka, Farsi, French, German, Haitian Creole, Hindi, Hungarian, Japanese, Kirundi, Korean, Kurdish, Mongolian, Nepali, Pashtu, Polish, Portuguese, Romanian, Russian, Somali, Spanish, Swahili, Tagalog, Tigrinya, Urdu, Vietmanese.
- vi. Counseling Services - provide individual or group counseling to tenant's dealing with depression, anxiety, grief, anger management, domestic violence, marital problems, adolescent self-esteem and self-harm, and trauma.
- vii. Food insecurity – ensure tenants have access to food and nutritional supplements. CCC operates a local food pantry dedicated to combating hunger and food insecurity in the Richmond area.
- viii. Refugee Resettlement and Support - support tenants who have recently been relocated as refugees including initial housing placement, case management, school enrollment and follow-up, health and language support, and education and employment services.

## **5. Other Work Conditions**

- a. Periodic meetings to review the ongoing operation of the MOU will be held as needed.
- b. CCC will release consumer specific information only with the expressed written and informed consent of the consumer in accordance with the Code of Virginia, 42 Code of Federal Regulation (CFR) Part 2, and other relevant federal and state statues pertaining to confidentiality of clients. Such written consent will conform to 42 CFR Part 2.

## **6. Contract Termination or Change**

This contract may be terminated upon thirty days written notice. It can be changed at any time with the mutual written agreement of both parties.

We, the undersigned parties, agree to the above terms and conditions.

Saint Elizabeth Apartments LLC

By: CCC Fourquarean LLC,  
a Virginia limited liability company  
Its Managing Member

By: Commonwealth Catholic Charities Housing Corporation,  
A Virginia nonstock corporation,  
its Co-Managing Member

By:   
Name: Jay Brown  
Title: Chief Executive Officer

  
Jason Brown  
Commonwealth Catholic Charities

3/8/2022  
Date



# COUNCIL ON ACCREDITATION

attests that

**Commonwealth Catholic Charities**  
**Richmond, VA**

is accredited, achieving the highest standards of professional practice for the services it provides.

**Accredited through**  
**4/30/2025**

A stylized, cursive signature in black ink, appearing to read 'Jody Levison-Johnson'.

Jody Levison-Johnson  
President & CEO

A stylized, cursive signature in black ink, appearing to read 'Nancy R. Droesch'.

Nancy R. Droesch  
Chair, Board of Trustees

March 12, 2021

Jay Brown  
CEO/Executive Director  
Commonwealth Catholic Charities  
1601 Rolling Hills Drive  
Richmond, VA 23229

Dear Mr. Jay Brown:

It is our great pleasure to inform you that the Council on Accreditation (COA) has approved the accreditation of **Commonwealth Catholic Charities** through **April 30, 2025**. Let me again say how significant this achievement is! It represents the fulfillment of countless hours of hard work and the dedication of many people—most notably your staff and the members of your board and/or leadership. Please extend my congratulations to them.

This formal notification includes a list of programs and services for which **Commonwealth Catholic Charities** is accredited, as well as your Final Accreditation Report (FAR). A plaque attesting to your agency's accredited status will be sent to you shortly.

Your Final Accreditation Report (FAR) is an important and incredibly valuable document. It contains the observations and recommendations of your Peer Reviewer colleagues based on your self-study and site visit. In essence, the FAR provides a unique view of your organization as seen through the eyes of highly experienced professionals. In it you will find a copy of the full accreditation ratings for all Purpose, Core, and Practice standards, identifying the Fundamental Practice standards. It may also contain any noted organizational strengths and areas for opportunities.

Please refer to the Promotional Tool Kit web page to find resources that can assist you with leveraging your organization's COA accreditation to internal and external stakeholders.

Private: <http://coanet.org/accreditation/private-organization-accreditation/promote-your-accreditation/>

Public: <http://coanet.org/accreditation/public-agency-accreditation/promote-your-accreditation/>

Canadian: <http://coanet.org/accreditation/canadian-organisation-accreditation/promote-your-accreditation/>

At the very least, however, we recommend that you provide relevant excerpts to those members of your staff who are directly responsible for the respective findings. Should you do so, please explain that the report is intended to be *constructive*, and that the goal is to provide specific, tangible examples of how they can make your organization even stronger and even better.

Having said that, you should know that those ratings for which you did not demonstrate implementation should be addressed through your PQI process.

Even though they did not require correction in order to achieve accreditation, they will be made a part of your file and reviewed during your next accreditation cycle. Remember, COA accreditation is not an end in and of itself. Rather, it is a process by which your organization can consistently strive for and achieve new levels of excellence.

Finally, let me say that your relationship with COA does not end with this letter. Ours is a partnership. As such, I would ask that you feel free to share with me your ideas and concerns. Additionally, please feel free to contact Tobi Murch, Director of Volunteer Engagement, either by email at [tmurch@coanet.org](mailto:tmurch@coanet.org) or by telephone at 212-797-3000, extension 272, if you have any questions. Together we can enrich the lives of children, individuals, and families in need everywhere.

We are proud to be associated with you and your colleagues. We wish you the very best in your continuing service to persons in your community. *That is the power of accreditation.*

Sincerely,

A handwritten signature in black ink, appearing to read 'Jody Levison-Johnson', with a long, sweeping flourish extending to the right.

Jody Levison-Johnson  
President and Chief Executive Officer

Attachment

Commonwealth Catholic Charities  
Organization ID: 549  
Private Standards

Expiration date: April 30, 2025

The accreditation of Commonwealth Catholic Charities includes the following services and associated programs:

Program Name	COA Service Standard(s)	Service Subsections
Adoptions	Adoption Services (AS)	
Children's Shelter	Services for Unaccompanied Children (UC)	
Counseling	Counseling Support & Education Svs (CSE)	
Developmental Disability Waiver Case Management	Case Management Services (CM)	SDA: Developmental Disabilities
Housing and Financial Counseling	Financial Education and Counseling Services (FEC)	
Housing Opportunities For Persons With HIV/AIDS	Generic Service Summary (GSS)	
Housing Resource Center	Counseling Support & Education Svs (CSE)	CSE: Information and Referral Services
Independence for Seniors	Generic Service Summary (GSS)	
Local Public Guardianship and Conservator Program	Adult Guardianship (AG)	
Pregnancy Counseling	Pregnancy Support Services (PS)	



Refugee Resettlement	Refugee Resettlement Services (RRS), Workforce Dvlpmnt & Support Svs (WDS)	
Supportative Housing	Housing Stabilization and Community Living Services (HSCL); Outreach Services (OS)	
Treatment Foster Care	Family Foster Care and Kinship Care (FKC)	
Unaccompanied Alien Children's Program	Family Foster Care and Kinship Care (FKC)	
Unaccompanied Refugee Minors	Family Foster Care and Kinship Care (FKC)	
Workforce Development	Workforce Dvlpmnt & Support Svs (WDS)	

# **Tab T:**

Funding Documentation

# Tab T:

## Subsidized Funding

### Saint Elizabeth Apartments Application 2023-C-57

Enclosed in Tab E of this application is the site control and assignment, providing details of a lease agreement between The Catholic Diocese of Richmond as the Optioner and Saint Elizabeth Apartments, LLC as the Optionee by assignment, the Optioner and the Applicant of this application being unrelated parties. Section 4 of the Option to Ground Lease outlines a rent payment of \$1 for the lease in Section, rendering the land donated for the remainder of the value.

In accordance with the 2022 Tax Credit Manual, Appendix D. Subsidized Funding Information, 3. Donation of land, not from a local government, Saint Elizabeth Apartments qualifies for subsidized funding points based upon the assessed land value of \$377,000, land assessment details included also included to Tab E, minus \$1 for rent payment, for a total value of \$376,999.

In addition to the land donation, the Saint Elizabeth Apartments was awarded \$800,000 from the Virginia Housing Trust Fund and \$500,000 from the National Housing Trust Fund.



Ralph S. Northam  
Governor

R. Brian Ball  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

Erik C. Johnston  
Director

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

January 13, 2022

Mr. Charles Hall  
Vice President of Housing  
Commonwealth Catholic Charities  
1601 Rolling Hills Drive  
Richmond, VA 23229  
charles.hall@cccovva.org

Re: Affordable and Special Needs Housing Funding  
Proposal

Dear Mr. Charles Hall:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Commonwealth Catholic Charities will receive a preliminary offer from the Fall 2021 Affordable and Special Needs Housing competitive loan pool in the amount of \$500,000 in National Housing Trust Fund (NHTF) funds to support the Saint Elizabeth Apartments project.

Please note that you will receive further communication regarding the need to execute a NHTF program agreement within the next few weeks. The program agreement must be fully executed within 12 months from the date of this letter in order for this preliminary offer to result in a program commitment and reservation of funds.

An allocation of federal NHTF funds requires a developer to designate a specific number of targeted units at 30 percent AMI. The specific number of NHTF-assisted units will be determined prior to the execution of the NHTF program agreement. No work activities on the proposed project can be initiated prior to fully executing the HOME program agreement. A HUD required environmental review must be completed, and any adjustment to the capital budget, operating expense budget, pro forma numbers and other project parameters must be approved by DHCD before the program agreement can be executed.

A member of our ASNH team will be contacting you via email to begin the contract negotiation process soon. We are pleased to be of assistance to Commonwealth Catholic Charities in its affordable housing efforts.

Sincerely,

Sandra Powell  
Senior Deputy Director  
Community Development & Housing

Partners for Better Communities



[www.dhcd.virginia.gov](http://www.dhcd.virginia.gov)



Ralph S. Northam  
Governor

R. Brian Ball  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

Erik C. Johnston  
Director

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

January 13, 2022

Mr. Charles Hall  
Vice President of Housing  
Commonwealth Catholic Charities  
1601 Rolling Hills Drive  
Richmond, VA 23229  
charles.hall@cccovva.org

Re: Affordable and Special Needs Housing Funding  
Proposal

Dear Mr. Charles Hall:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Commonwealth Catholic Charities will receive a preliminary offer from the Fall 2021 Affordable and Special Needs Housing competitive loan pool in the amount of \$800,000 in Virginia Housing Trust Fund (VHTF) funds to support the Saint Elizabeth Apartments project.

Please note that you will receive further communication regarding the need to execute a VHTF program agreement within the next few weeks. The program agreement must be fully executed within 12 months from the date of this letter in order for this preliminary offer to result in a program commitment and reservation of funds.

As the project gets underway, please be aware that any adjustments to the capital budget, operating expense budget, pro forma numbers, and other project parameters must be approved by DHCD before the program funding agreement is transferred to Virginia Housing to request formal loan documents be drafted. Execution of the program agreement is necessary in order to finalize a formal funding reservation and loan commitment.

A member of our ASNH team will be contacting you via email to begin the contract negotiation process soon. We are pleased to be of assistance to Commonwealth Catholic Charities in its affordable housing efforts.

Sincerely,

Sandra Powell  
Senior Deputy Director  
Community Development & Housing

Partners for Better Communities



[www.dhcd.virginia.gov](http://www.dhcd.virginia.gov)



Glenn Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

Bryan W. Horn  
Director

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

March 9, 2023

Charles Hall  
Vice President of Housing  
Commonwealth Catholic Charities Housing Corporation  
1601 Rolling Hills Drive  
Richmond, VA 23229  
charles.hall@cccova.org

Re: Affordable and Special Needs Housing Funding  
Proposal

Dear Mr. Charles Hall:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Commonwealth Catholic Charities Housing Corporation will receive a preliminary offer from the October 2022 Affordable and Special Needs Housing application cycle to support the Saint Elizabeth Apartments project in the following amounts:

\$100,000 from Virginia Housing Trust Fund  
\$300,000 from National Housing Trust Fund

Under separate cover you will receive the terms of this offer, including any requirements to meet federal environmental review. Each of these stipulations must be met and a program agreement for funding must be executed no later than **October 31, 2023**.

Any adjustments to the application submitted including, but not limited to, changes in committed capital sources, operating expense budgets, and unit mix must be approved by DHCD before the program funding agreement is transferred to Virginia Housing to request formal loan documents be drafted. Execution of the program agreement by October 31, 2023 is necessary to finalize your formal funding reservation and loan commitment.

A member of our team will contact you via email to begin the contract negotiation process soon. We are pleased to work with Commonwealth Catholic Charities Housing Corporation in its affordable housing efforts.

Sincerely,

Sandra Powell  
Senior Deputy Director  
Community Development & Housing



# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing

## Virginia Housing Renter Education Program

Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know.

Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information.

To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs.

The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired.

### Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of \_\_\_\_\_ (Apartments):

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

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



# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Klein Hornig LLP  
1325 G Street NW, Suite 770  
Washington, DC 20005  
Attn: Erik T. Hoffman

**AMENDED AND RESTATED RIGHT OF FIRST REFUSAL  
AND PURCHASE OPTION AGREEMENT**  
(Saint Elizabeth Apartments)

This amended and restated RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of March 8, 2022 by and among **Saint Elizabeth Apartments LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **Commonwealth Catholic Charities Housing Corporation**, a Virginia nonstock nonprofit corporation (the “Grantee”), and is consented to by CCC Fourquarean LLC, a Virginia limited liability company (the “Managing Member”), [INVESTOR ENTITY], a [ ] limited liability company (the “Investor Member”) and [ ] **SPECIAL LIMITED PARTNER, L.L.C.**, a [ ] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 56-unit apartment project for families located in Richmond, Virginia and commonly known as “Saint Elizabeth Apartments” (the “Project”). The real property comprising the Project is legally defined on Exhibit A.
- B. The Owner and the Grantee entered into that certain Right of First Refusal and Purchase Option Agreement dated as of March 17, 2021 (the “Original Agreement”) with respect to the Project, which has been amended and restated to be consistent with the requirements of the Credit Authority.
- C. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- D. The Owner desires to give, grant, bargain, sell and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- E. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14<sup>th</sup>) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the "minimum purchase price" as defined in Section 42(i)(7)(B)

of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,  
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent: Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and

(ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in Richmond, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of

the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at c/o Commonwealth Catholic Charities Housing Corporation, 1601 Rolling Hills Drive, Richmond, VA 23229; Attention: CEO;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement; and

(iii) If to the Grantee, 1601 Rolling Hills Drive, Richmond, Virginia 23229; Attention: CEO.

Section 11. 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.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. 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 law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]









The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**INVESTOR MEMBER:**

**[INVESTOR ENTITY], a**  
**[ ] [ ] limited liability company**

By: [ ]

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

**SPECIAL MEMBER:**

**[ ] [ ] SPECIAL LIMITED**  
**PARTNER, L.L.C., a [ ] [ ] limited**  
**liability company**

By: [ ], LLC, a [ ] [ ]  
limited liability company, its manager

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

STATE OF \_\_\_\_\_ )

)

CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, the undersigned, a notary public in and for said state, personally appeared [ ], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [ ], the manager of [Investor Entity], a [ ] limited liability company, and [ ] **Special Limited Partner, L.L.C.**, a [ ] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_

Notary Public

Commission expires:

## EXHIBIT A

### LEGAL DESCRIPTION

Parcel I - 1031 Rear Fourquare Lane (N000-0803/063):

ALL that certain lot, piece or parcel of land lying and being in the City of Richmond, Virginia, and bounded and described as follows, to-wit:

Commencing at the intersection of the northwest line of East Fork Cannon's Branch with the eastern line of an alley 17.77 feet wide, thence N. 8 degrees 27' along said eastern line of said alley 33.49 feet; thence N. 36 degrees 30' 00" E. 318.71 feet to a point; thence N. 13 degrees 58' 00" E. 100.24 feet to a point; thence S. 54 degrees 02' 30" E. along the southern line of the Catholic Church Property 214.91 feet to the said northwestern line of East Fork Cannon's Branch, thence S. 55 degrees 46' 00" W. along the line of East Fork Cannon's Branch 463 feet to the point of beginning. Being the parcel of land marked "Reserved" on the Plat of Section 2, Green Park, Richmond, Virginia, dated February 19, 1951, made by W.W. LaPrade & Bros., Civil Engineers, Richmond, Va., and recorded in the Clerk's Office, Circuit Court, City of Richmond, Division I, Virginia, in Plat Book 12, Page 98.

BEING a portion of the same real estate conveyed to Francis X. DiLorenzo, Bishop of the Catholic Diocese of Richmond, Virginia, and his Successors in Office, by deed from Richmond Affordable Housing, a Virginia nonstock corporation, dated June 19, 2017, recorded June 29, 2017 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 170013446.

Parcel II - 1031 Fourquare Lane (N000-0803/002):

ALL of that certain lot, piece or parcel of land, together with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Richmond, Virginia, and being known and designated as 1031 Fourquare Lane (formerly 925 Fourquare Lane), all as more particularly shown on a certain "Plat of Property Situated on the Southern Line of Fourquare Lane and East of Harold Avenue, Richmond, Virginia", by Chas. H. Fleet & Associates, Engineers & Surveyors, Richmond, VA., dated March 4, 1983, a copy of which is attached to and recorded with the Deed in Deed Book 17, Page 535.

BEING the same real estate conveyed to The Most Reverend Barry C. Knestout, Bishop of the Catholic Diocese of Richmond and His Successors in Office by deed from Chestnut Commons, LLC, dated January 11, 2018, recorded January 18, 2018 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 180001054.

Parcel III - 1101 Fourquare Lane (N000-0803/004):

ALL that certain lot of land in the City of Richmond, Virginia, being Parcel No. 1 on a plat of survey dated May 19, 1942, made by W. W. LaPrade & Bros., Civil Engineers, attached to a certain deed recorded in the aforesaid Clerk's Office in Deed Book 432-A, page 287 and being described with reference to said plat as follows:

BEGINNING on the South line of Fourquare's Lane at its intersection with the Western line of a 100 foot Street styled "East Park Cannon's Branch" on said plat, and running thence Westwardly along and fronting 432.26 feet on the South Line of Fourquare's Lane; thence running back Southwardly at right

angle to said Lane 273 feet to a rod; thence in a Southeasterly direction 215.33 feet to a rod on the Northwesterly line of said 100 foot street; thence running in a Northeasterly direction along said 100 foot street 429.21 feet to the point of beginning.

LESS and EXCEPT that parcel of land conveyed to Irene C. Pervall, et al, by deed dated September 10, 1984, recorded September 12, 1984 in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 17, page 535, shown on a plat entitled "Plat of Property Situated on the Southern Line of Fourquare Lane and East of Harold Avenue, Richmond, Va.", by Chas. H. Fleet & Assocs., Engineers & Surveyors, dated March 4, 1983, and attached to said deed.

BEING a portion of the same real estate conveyed to Francis X. DiLorenzo, Bishop of the Catholic Diocese of Richmond, Virginia, and his Successors in Office, by deed from Richmond Affordable Housing, a Virginia nonstock corporation, dated June 19, 2017, recorded June 29, 2017 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 170013446.

The Most Reverend Barry C. Knestout, Bishop of the Catholic Diocese of Richmond, Virginia, is the Successor in Office to Francis X. DiLorenzo.

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)



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

# Basic Internet Skills

Microsoft Windows PCs

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







## What the Internet is:

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



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

## Changing Constantly:

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

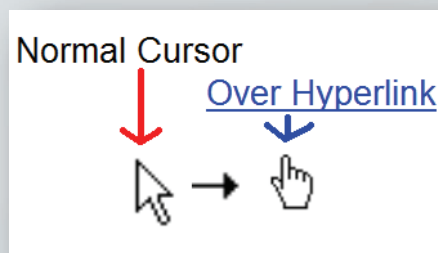


necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.

## Purpose / Content of Websites

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

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



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

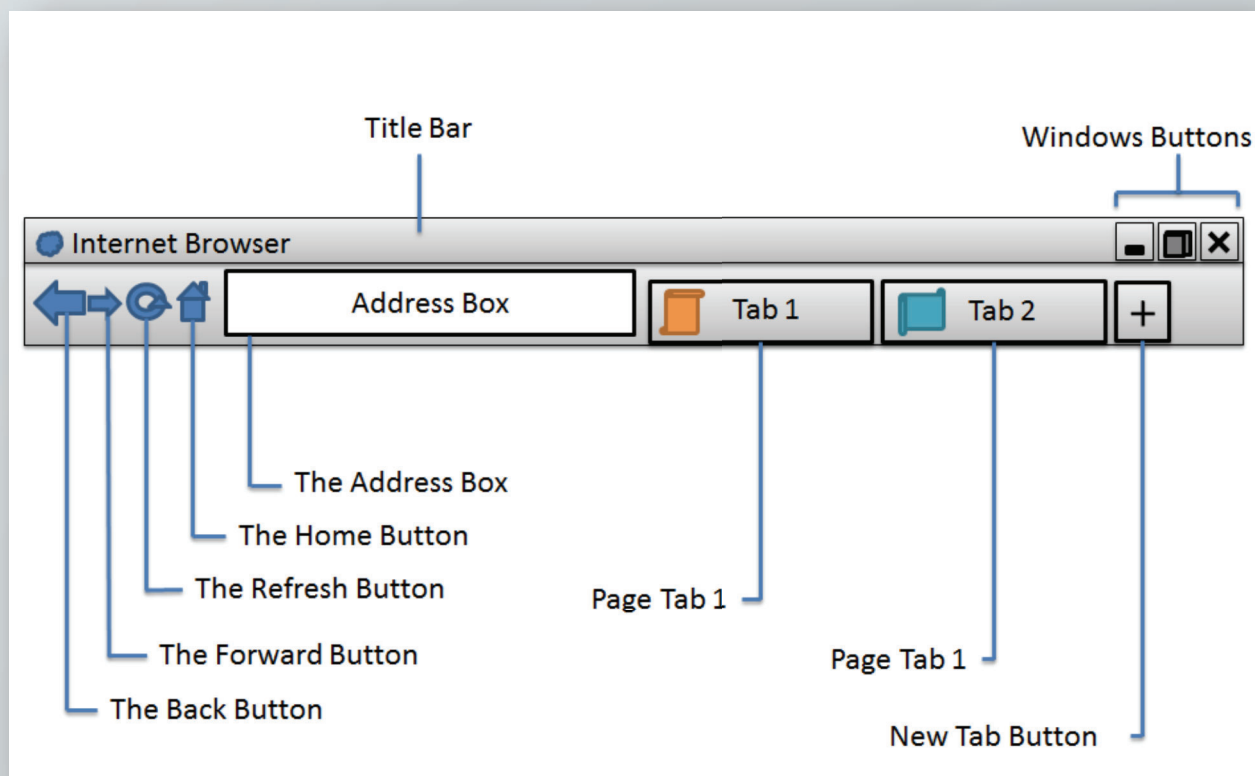
do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

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



## Applications to Access the Internet

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





## The Buttons

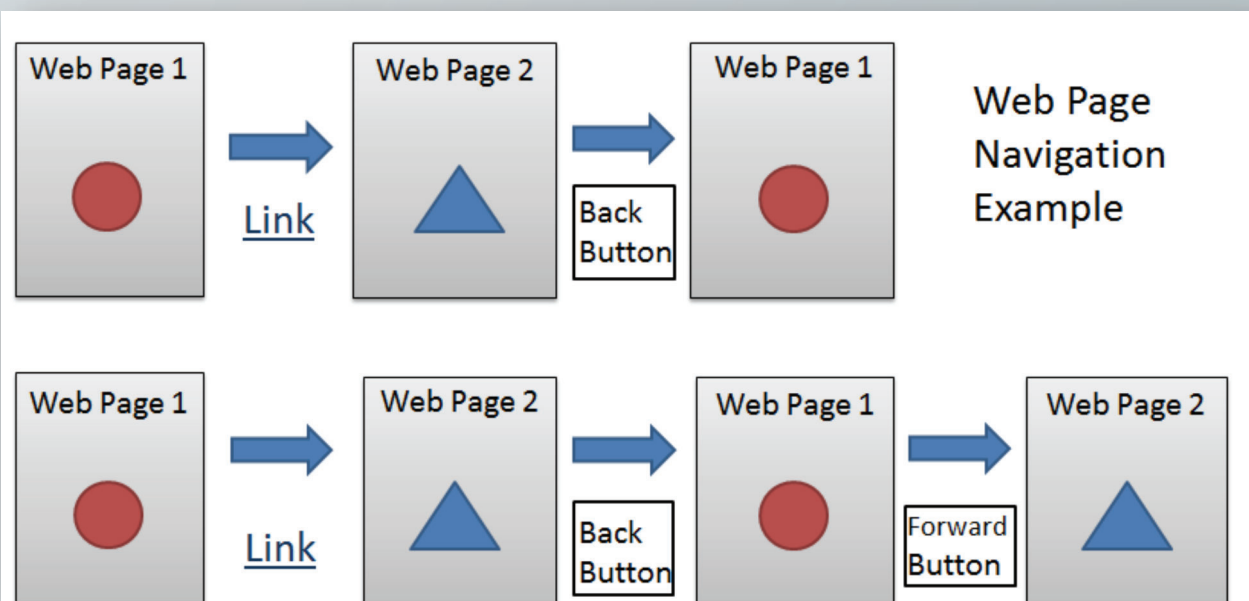
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

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

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

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

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

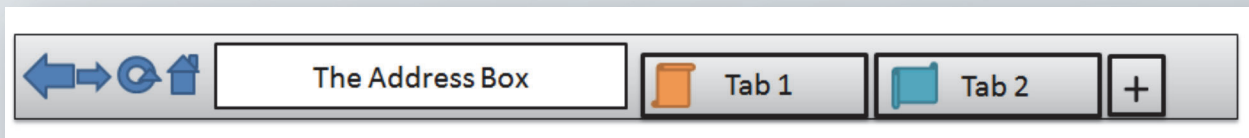






## The Address Box

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



# http://www.google.com

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

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

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

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

**.” (dot)** - See previous Definition

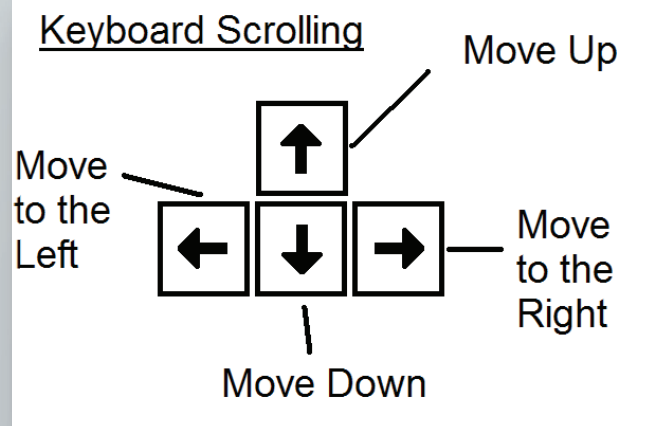
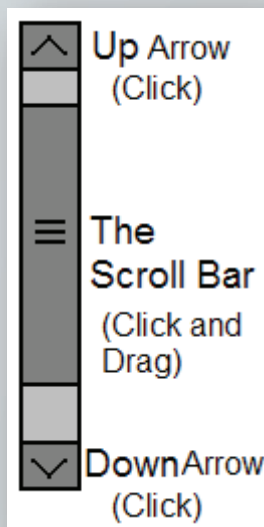
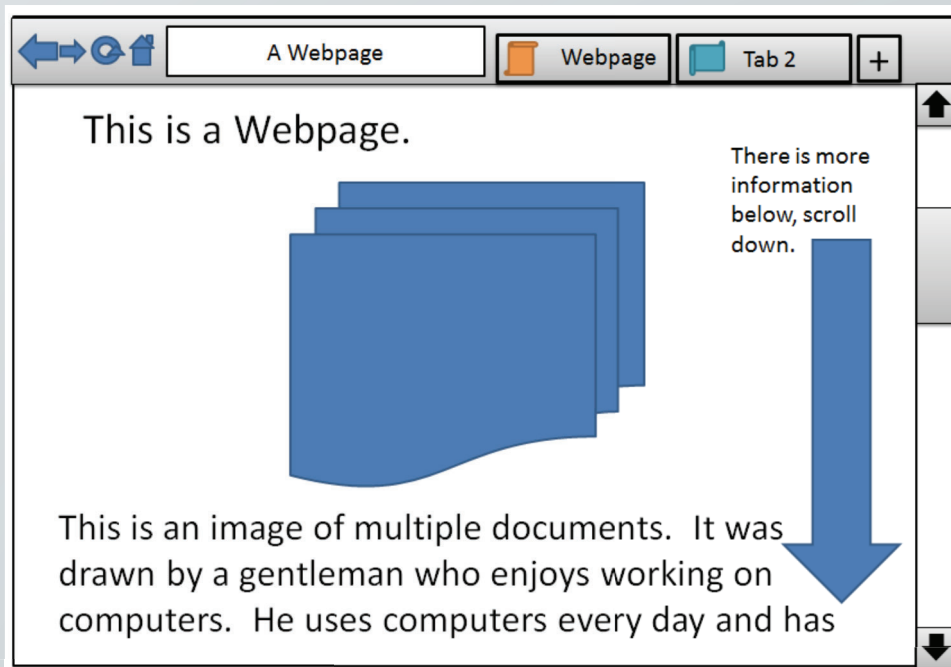
**The Domain** - At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United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

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



## Scrolling on Webpages

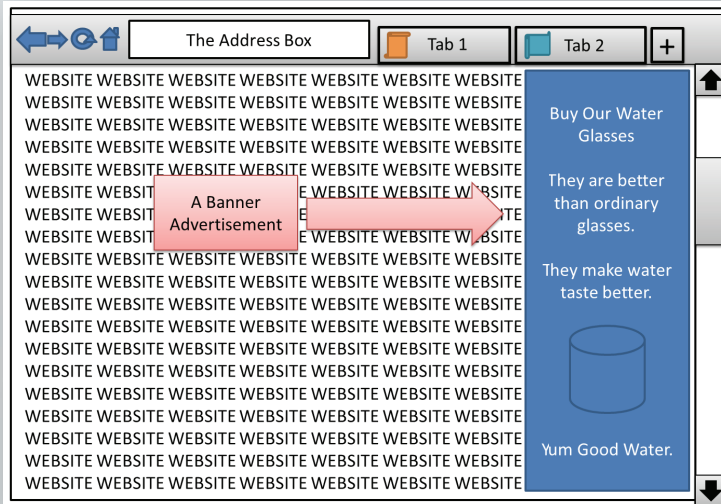
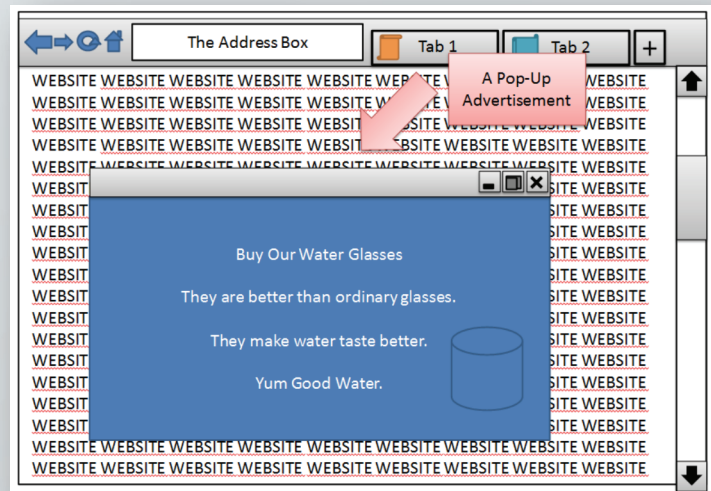
One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information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



## Pop Up Advertisements



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



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

### Searching the Internet

Because there are so many things on the Internet, it is

frequently hard to locate exactly what you are looking for. Search engines such as Google ([www.google.com](http://www.google.com)) are very helpful and allow you search the Internet.

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



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

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

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



### Google Searching Tips

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

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

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





## Internet Glossary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Website** – A collection of webpages.

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

## Internet Acceptable Use Policy (AUP)

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

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

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

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

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

If available, please provide the following information:

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

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

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

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

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

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

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

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

Acknowledgment of Resident:

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

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

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

# Draft Internet Security Plan

## Network Security:

### 1. Purpose

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

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

### 2. Scope

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

### 3. Standard

#### 3.1 General Requirements:

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

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

- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS
- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

#### 4. Policy Compliance

##### 4.1 Compliance Measurement

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

##### 4.2 Exceptions

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

##### 4.3 Non-Compliance

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

## **Equipment**

### 1. Purpose

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

### 2. Scope

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

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

### 3. Policy

#### 3.1 General Use and Ownership

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

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

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

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

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

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

#### 3.2 Security and Proprietary Information

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

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

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

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

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

### 3.3 Unacceptable Use

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

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

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

#### 3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

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



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

### 3.3.2 Email and Communication Activities

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

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.

- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

### 3.3.3 Blogging and Social Media

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

## 4. Policy Compliance

### 4.1 Compliance Measurement

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

#### 4.2 Exceptions

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

#### 4.3 Non-Compliance

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

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

**2023-C-57**  
**Saint Elizabeth Apartments LLC**

MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS

**Saint Elizabeth Apartments**

Saint Elizabeth Apartments is a 56-unit development targeted to households with incomes at 40%, 50%, and 60% of the area median income to be built in the Green Park neighborhood located in the Northside area of the City of Richmond, VA. Twelve (12) units in the development will be constructed to meet HUD accessibility requirements as outlined in Section 504 of the Rehabilitation Act and will be actively marketed to persons with disabilities in accordance with the Fair Housing Act.

These twelve (12) accessible units will be held vacant for 60 days, during which ongoing marketing efforts will be documented. The Owner/Agent will market the units to persons with disabilities on an ongoing basis throughout the year and will provide sufficient documentation to Virginia Housing's compliance officer. "Ongoing Basis" shall mean the Owner/Agent will contact at least two (2) resources per month to market the available Section 504 accessible units.

When a Section 504 accessible unit becomes available for occupancy, it shall first be offered to a qualified individual/household with disabilities currently residing at the property in a non-accessible unit who requires accessible features. If no such persons/households reside at the property, the Owner/Agent shall offer the unit to the next available qualified individual/household with disabilities on the property's waiting list. After 60 days if no qualified applicant with disabilities requires the unit, the Owner/Agent may place a tenant household with no disabled members in the unit upon approval by the designated Virginia Housing compliance officer. The approved lease will contain a provision requiring the non-disabled-household to move to a vacant unit of comparable size within the development if a household with disabled members applies for the unit. The prospective disabled-tenant-household will be placed on the property's waiting list until a vacant unit of comparable size is available to complete the non-disabled tenant household's move to the new unit. The moving costs of the temporary / non-disabled tenant household will be paid by the property.

Individuals seeking housing will need to qualify under the income restrictions and application screening of Saint Elizabeth Apartments, including but not limited to having a household income at least 60% or less of the Area Median Income.

In addition, Saint Elizabeth Apartments will partner with Commonwealth Catholic Charities to provide a continuum of services to individuals and families on-site, from street-based outreach services to intensive case management. CCC intends to provide tenant

specific services based upon resident surveys completed during move-in. A list of potential services that CCC could provide at the Saint Elizabeth Apartments are included below:

- i. Housing and Financial Counseling – work with tenants to improve credit scores, create a workable budget, purchase a home, or avoid eviction. CCC's certified financial and housing counselors can help develop a plan to achieve financial goals through one-on-one counseling and classes and workshops.
- ii. Development Disabilities – provide case management services for individuals with a developmental disability under the Family and Individual supports (FIS) and Community Living (CL) Waivers.
- iii. Workforce Development – help tenants enter, succeed, and advance in the workplace. CCC Employment Navigators work with a variety of community partners to provide services such as career readiness assessments, skills training, job placement, resume building, and interview practice and preparation.
- iv. Independence for Seniors – provide Call Reassurance and Caregiver Relief services for seniors. Our senior programs also promote positive cognitive health through a lending library with books, magazines, adult coloring pages, and word search puzzles.
- v. Interpreter and Translation Services – CCC trained interpreters accurately and efficiently translate a variety of languages to meet any number of business needs.
- vi. Counseling Services - provide individual or group counseling to tenant's dealing with depression, anxiety, grief, anger management, domestic violence, marital problems, adolescent self-esteem and self-harm, and trauma.
- vii. Food insecurity – ensure tenants have access to food and nutritional supplements. CCC operates a local food pantry dedicated to combating hunger and food insecurity in the Richmond area.

#### Resources:

Saint Elizabeth Apartments LLC will utilize the resources of several organizations in the Richmond area to promote the availability of its accessible and affordable housing units. Saint Elizabeth Apartments will also be listed at **[virginiahousingsearch.com](http://virginiahousingsearch.com)**

The following agencies will be contacted regularly and be provided with updated leasing information on Saint Elizabeth Apartments. The Owner/Agent will schedule site tours with individuals, agencies and/or groups as needed to guide potential tenants toward units that will best meet accessibility and housing needs.

Virginia Department of Medical Assistance Services (804) 786-7933

Virginia Department of Behavioral Health and Developmental Services (804) 786-3921

Virginia Beach Community Services Board (757) 385-4202

Virginia Department of Social Services (757) 385-3200

Endeppendence Center Inc. (757) 461-8007

Seniors Unlimited Lifestyles, Inc. (757) 737-3713

Virginia Beach Department of Housing and Neighborhood Preservation (757) 385-5750

Hope House Foundation 757-625-6161

Senior Services of Southeastern Virginia 757-461-9481

#### Leasing Preference for Virginia Housing Target Populations:

Additionally, Saint Elizabeth Apartments LLC will provide first leasing preference to members of target populations, as defined and required by Virginia Housing. Established by Memorandum of Understanding between Virginia Housing and other participating agencies, target populations will be equipped with state rental assistance. The leasing preference provided by Saint Elizabeth Apartments LLC shall apply to no more than 15% of the units (total of 9 units) at the property at a given time. The owner will not impose tenant selection criteria or leasing terms to individuals receiving this preference that are more restrictive than:

- 1.) the property's standard eligibility requirements / leasing terms;
- 2.) the eligibility criteria for state rental assistance; or
- 3.) any terms in the Virginia Housing MOU establishing the target population.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds



**N/A**

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

**N/A**

# **Tab AA:**

Priority Letter from Rural Development

**N/A**

# **TAB AB:**

Social Disadvantage Certification

**N/A**