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# 2021 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### **Deadline for Submission**

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**  
Richmond, VA Time On **March 18, 2021**

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2021 LIHTC APPLICATION FOR RESERVATION

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

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

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 18, 2021**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

#### **Please Note:**

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

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

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

#### **IMPORTANT:**

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

#### Disclaimer:

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

#### Entering Data:

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

#### **Please Note:**

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

#### Assistance:

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

#### **Virginia Housing LIHTC Allocation Staff Contact Information**

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

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5. <a href="#">Site and Seller Information</a>	Site Control, Identity of Interest and Seller info
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## 2021 Low-Income Housing Tax Credit Application For Reservation

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

- |                                     |   |
|-------------------------------------|---|
| <input 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 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 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 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 checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter   |
| <input type="checkbox"/>            | Tab N: Homeownership Plan   |
| <input type="checkbox"/>            | Tab O: Plan of Development Certification Letter   |
| <input checked="" type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements  |
| <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 type="checkbox"/>            | Tab S: Supportive Housing Certification   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation  |
| <input type="checkbox"/>            | Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population  |
| <input 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   |

VHDA TRACKING NUMBER

2021-C-25

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/15/2021

1. Development Name: Block 17 Apartments
2. Address (line 1): 600 E Freemason Street  
 Address (line 2):   
 City: Norfolk State: VA Zip: 23510
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 Norfolk 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: 49.00
7. Development is located in a **Qualified Census Tract**..... FALSE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** ..... FALSE
10. Development is located in a **Revitalization Area designated by resolution** ..... TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....
 

3%	10%	12%
<u>TRUE</u>	<u>FALSE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 3
- Planning District: 23
- State Senate District: 5
- State House District: 89

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

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

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

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

Block 17 Apartments will be a mixed-income, mixed-use, 68-unit family community comprised of 1-, 2-, and 3-bedroom units. This project is part of the City of Norfolk and NRHA St. Paul's Area CNI redevelopment.

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: Dr. Larry H. Filer II

VHDA TRACKING NUMBER

2021-C-25

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/15/2021

Chief Executive Officer's Title:	City Manager	Phone:	757-664-4242
Street Address:	810 Union Street, Suite 1101		
City:	Norfolk	State:	VA
		Zip:	23510

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Dr. Susan L. Perry, Director, Office of St. Paul's Transformation

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:

Local Housing Authority Pool

or

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

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

Carryforward Allocation

Definitions of types:

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

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2021, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2021 credits pursuant to Section 42(h)(1)(E).

3. **Select Building Allocation type:**

New Construction

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

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

FALSE

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

TRUE

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

Name of companion development: Block 18 Apartments

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

TRUE

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

Total Units within 9% allocation request? 68

Total Units within 4% Tax Exempt allocation Request? 72

Total Units: 140

% of units in 4% Tax Exempt Allocation Request: 51.43%

6. **Extended Use Restriction**

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

**Must Select One:** 30

**Definition of selection:**

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

**C. OWNERSHIP INFORMATION**

NOTE: 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: Block 17, L.P.

Developer Name: Brinshore Development and Banc of America Community Development Corporation

Contact: M/M  Mr.  First: Richard MI: J Last: Sciortino

Address: 666 Dundee Road, Suite 1102

City: Northbrook St.  IL  Zip: 60062

Phone: (224) 927-5053 Ext.          Fax:         

Email address: richs@brinshore.com

Federal I.D. No. 86-2515641 (If not available, obtain prior to Carryover Allocation.)

Select type of entity:  Limited Partnership Formation State:  VA

Additional Contact: Please Provide Name, Email and Phone number.  
Todd Lieberman, toddl@brinshore.com, 224-927-5061

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

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

Names **	Phone	Type Ownership	% Ownership	
Richard J. Sciortino, Pres. of a member of managing member of managing member of GP of Block 17, LP	(224) 927-5053	Member of GP	33.750%	needs
David B. Brint	(224) 927-5052	Member of GP	33.750%	
Todd Lieberman, (Erika Ann Saleski-Sole Beneficiary)	(224) 927-5061	Member of GP	7.500%	
			0.000%	
Banc of America CDC (Maurice Perry, Officer of Member of GP)	(202) 329-7253	Officer Member GP	25.000%	
			0.000%	needs

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

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

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



**Block 17 LP ENTITY STRUCTURE**

<u>Principals</u>	<u>Phone</u>	<u>Position</u>	<u>% Ownership</u>
<b>Block 17 Manager, LLC</b>			
Brinshore TL, LLC	(224) 927-5053	Managing Member	75
Banc of America Community Development Corporation	(202) 329-7253	Member	25
<hr/>			
<b>Brinshore TL, LLC</b>			
Brinshore Development, LLC	(224) 927-5053	Managing Member	90
TL Development LLC	(224) 927-5061	Member	10
<b>Brinshore Development LLC</b>			
RJS Real Estate Services, Inc.	(224) 927-5053	Member	50
Brint Development, Inc	(224) 927-5052	Member	50
<b>RJS Real Estate Services, Inc.</b>			
Richard J Sciortino	(224) 927-5053	President	100
<b>Brint Development, Inc</b>			
David B Brint	(224) 927-5052	President	100
<b>TL Development LLC</b>			
Todd Oliver Lieberman Trust dated February 25, 2015	(224) 927-5061	Sole Member	100
<b>Todd Oliver Lieberman Trust dated February 25, 2015</b>			
Todd Oliver Lieberman	(224) 927-5061	Trustee	100
Erika Ann Saleski	(224) 927-5061	Sole Beneficiary	
<hr/>			
Richard J Sciortino, President of a member of managing member of managing member of general partner of Block 17, LP		0.75 *0.9*.50	33.75%
David B Brint		0.75*.90*.50	33.75%
Todd Lieberman		0.75*0.10	7.50%
		Subtotal:	<u>75%</u>
BACDC, Maurice Perry, Officer of Member of GP		0.25	25.00%
		Total Ownership:	<u><u>100.00%</u></u>

C. OWNERSHIP INFORMATION

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

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

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

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

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

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

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

**D. SITE CONTROL**

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

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

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

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

**1. Type of Site Control by Owner:**

Applicant controls site by (select one):

Select Type:  Option  
 Expiration Date: 6/30/2022

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..... 12/31/2022 .
- c.  FALSE ..... There is more than one site for development and more than one expected date of acquisition by Owner.

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

**3. Seller Information:**

Name: Norfolk Redevelopment and Housing Authority  
 Address: 555 E. Main Street  
 City: Norfolk St.: VA Zip: 23510  
 Contact Person: Mr. Steve Morales Phone: (757) 623-1111

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

**D. SITE CONTROL**

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. Provide Contact and Firm Name.

1. Tax Attorney:		This is a Related Entity.	FALSE
Firm Name:			
Address:			
Email:		Phone:	
2. Tax Accountant:		This is a Related Entity.	FALSE
Firm Name:			
Address:			
Email:		Phone:	
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	Role:	Application Advisor
Address:	3450 Lady Marian Ct, Midlothian, VA 23113		
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
4. Management Entity:	Christopher McKee	This is a Related Entity.	FALSE
Firm Name:	The Franklin Johnston Group		
Address:	300 32nd Street, Suite 310 Virginia Beach, VA 23451		
Email:	cmckee@tfjgroup.com	Phone:	(757) 965-9200
5. Contractor:	Brian Revere	This is a Related Entity.	FALSE
Firm Name:	Breedon Construction		
Address:	1700 Bayberry Ct, Suite 200, Richmond, VA 23226		
Email:	brianr@breedonconstruction.com	Phone:	(804) 364-4600
6. Architect:	Renauld Deandre Mitchell	This is a Related Entity.	FALSE
Firm Name:	Moody Nolan, Inc.		
Address:	209 South Lasalle St, Suite 820, Chicago, IL 60604		
Email:	rmitchell@moodynolan.com	Phone:	(312) 929-2516
7. Real Estate Attorney:		This is a Related Entity.	FALSE
Firm Name:			
Address:			
Email:		Phone:	
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:			
Address:			
Email:		Phone:	
9. Other:		This is a Related Entity.	FALSE
Firm Name:		Role:	
Address:			
Email:		Phone:	

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
- b. This development has received a previous allocation of credits..... **FALSE**  
 If so, in what year did this development receive credits? ..... **FALSE**
- c. The development is listed on the RD 515 Rehabilitation Priority List?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**

**Action:** (If True, provide required form in **TAB Q**)

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

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

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

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

**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**

**F. REHAB INFORMATION**

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

**4. Request For Exception**

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

- FALSE a. Be authorized to do business in Virginia.
FALSE b. Be substantially based or active in the community of the development.
FALSE 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.
FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
FALSE e. Not be affiliated with or controlled by a for-profit organization.
FALSE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
FALSE 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..... FALSE (If false, go on to #3.)

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: [Yellow Box]

Name: [Yellow Box] (Please fit NP name within available space)

Contact Person: [Yellow Box]

Street Address: [Yellow Box]

City: [Yellow Box] State: [Yellow Box] Zip: [Yellow Box]

Phone: [Yellow Box] Extension: [Yellow Box] Contact Email: [Yellow Box]

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

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

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



**G. NONPROFIT INVOLVEMENT**

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

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

**Name of qualified nonprofit:** \_\_\_\_\_

**or indicate true if Local Housing Authority** **TRUE**  
**Name of Local Housing Authority** Norfolk Redevelopment and Housing Authority

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

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

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

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	68	bedrooms	139
Total number of <b>rental</b> units in development	68	bedrooms	139
Number of low-income rental units	47	bedrooms	97
Percentage of rental units designated low-income	69.12%		
b. Number of new units:.....	68	bedrooms	139
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.....			110,018.00 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			2,927.94 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			16,644.00
g. Total Usable Residential Heated Area.....			90,446.06 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			100.00%
i. Exact area of site in acres .....	1.320		
j. Locality has approved a final site plan or plan of development..... If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			FALSE
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....			FALSE

**Definition:**

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

**2. UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	932.18	SF	8	12

**H. STRUCTURE AND UNITS INFORMATION**

2BR Garden	1290.55	SF	28	41
3BR Garden	1756.49	SF	11	15
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			47	68

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... **1**
- b. Age of Structure:..... **0** years
- c. Number of stories:..... **4**
- d. The development is a scattered site development..... **FALSE**
- e. Commercial Area Intended Use: **Retail, Early Childhood Learning, and Business/Office/Commercial Uses**
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... **TRUE**
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... **FALSE**
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... **FALSE**
- g. Indicate **True** for all development's structural features that apply:
 

i. Row House/Townhouse	<b>FALSE</b>	v. Detached Single-family	<b>FALSE</b>
ii. Garden Apartments	<b>TRUE</b>	vi. Detached Two-family	<b>FALSE</b>
iii. Slab on Grade	<b>TRUE</b>	vii. Basement	<b>FALSE</b>
iv. Crawl space	<b>FALSE</b>		
- h. Development contains an elevator(s). **TRUE**
  - If true, # of Elevators. **2**
  - Elevator Type (if known) **Electric Traction Passenger**
- i. Roof Type ▶ **Flat**
- j. Construction Type ▶ **Combination**
- k. Primary Exterior Finish ▶ **Brick**

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

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

**H. STRUCTURE AND UNITS INFORMATION**

- l. Describe Community Facilities: Community rooms, fitness room, outdoor deck
- m. Number of Proposed Parking Spaces..... 40  
 Parking is shared with another entity ..... FALSE
- n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. .... TRUE  
 If **True**, Provide required documentation (**TAB K3**).

**5. Plans and Specifications**

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

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

**6. Market Study Data:**

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

Project Wide Capture Rate - LIHTC Units	1.70%
Project Wide Capture Rate - Market Units	1.80%
Project Wide Capture Rate - All Units	1.90%
Project Wide Absorption Period (Months)	8

**J. ENHANCEMENTS**

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

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

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

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

**ACTION:** Provide RESNET rater certification (**TAB F**)

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

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

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 70.09% | b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE   | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| FALSE  | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| TRUE   | e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
| TRUE   | f. Free WiFi access will be provided in community room for resident only usage.  |
| FALSE  | g. Each unit is provided free individual high speed internet access.   |
| or     |  |
| TRUE   | h. Each unit is provided free individual WiFi access.  |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
| or     |  |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| TRUE   | k. Cooking surfaces are equipped with fire prevention features   |
| or     |  |
| FALSE  | l. Cooking surfaces are equipped with fire suppression features.   |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
| or     |  |
| TRUE   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| TRUE   | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| TRUE   | r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.   |
| FALSE  | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.                              |

J. ENHANCEMENTS

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

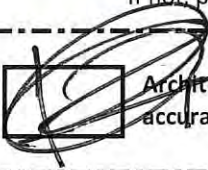
3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)

- FALSE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:  
0% of Total Rental Units

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

If not, please explain:

[Redacted area]

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

**I. UTILITIES**

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	16	18	21	0
Air Conditioning	0	13	15	17	0
Cooking	0	8	10	12	0
Lighting	0	12	13	14	0
Hot Water	0	13	15	18	0
Water	0	20	29	41	0
Sewer	0	23	33	47	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$105	\$133	\$170	\$0

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

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

**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. (60 points)

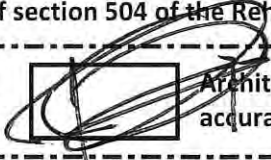
**FALSE**

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

**FALSE**

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

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


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

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

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

- FALSE** Elderly (as defined by the United States Fair Housing Act.)
- FALSE** Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only



K. SPECIAL HOUSING NEEDS

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

b. The development has existing tenants and a relocation plan has been developed..... FALSE
(If True, 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: Norfolk Redevelopment and Housing Authority

Contact person: Mr. Ronald Jackson

Title: Executive Director

Phone Number: (757) 533-4683

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: 11
% of total Low Income Units 23%

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

3. Target Population Leasing Preference

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

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

First Name: Christopher



**L. UNIT DETAILS**

**1. Set-Aside Election: UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY**

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

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

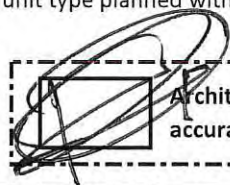
Income Levels		Avg Inc.
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
7	10.29%	40% Area Median
24	35.29%	50% Area Median
16	23.53%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
21	30.88%	Market Units
68	100.00%	<b>Total</b>

Rent Levels		Avg Inc.
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
7	10.29%	40% Area Median
24	35.29%	50% Area Median
16	23.53%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
21	30.88%	Market Units
68	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.

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	1	1	683.00	\$907.20	\$907
Mix 2	2 BR - 2 Bath	40% AMI	2	2	864.00	\$1,044.70	\$2,089
Mix 3	2 BR - 2 Bath	40% AMI	2		864.00	\$1,044.70	\$2,089
Mix 4	3 BR - 2 Bath	40% AMI	2	2	1219.00	\$1,511.80	\$3,024
Mix 5	1 BR - 1 Bath	50% AMI	1		678.00	\$625.00	\$625
Mix 6	1 BR - 1 Bath	50% AMI	2	2	683.00	\$907.20	\$1,814
Mix 7	2 BR - 2 Bath	50% AMI	10		864.00	\$1,044.70	\$10,447
Mix 8	2 BR - 2 Bath	50% AMI	3		863.00	\$745.00	\$2,235
Mix 9	2 BR - 2 Bath	50% AMI	2		864.00	\$745.00	\$1,490
Mix 10	3 BR - 2 Bath	50% AMI	4		1219.00	\$1,511.80	\$6,047
Mix 11	3 BR - 2 Bath	50% AMI	2		1219.00	\$845.00	\$1,690
Mix 12	1 BR - 1 Bath	60% AMI	4		683.00	\$770.00	\$3,080

**L. UNIT DETAILS**

Mix 13	2 BR - 2 Bath	60% AMI	9	864.00	\$920.00	\$8,280
Mix 14	3 BR - 2 Bath	60% AMI	3	1214.00	\$1,045.00	\$3,135
Mix 15	1 BR - 1 Bath	Market 100%	2	678.00	\$1,175.00	\$2,350
Mix 16	1 BR - 1 Bath	Market 100%	2	683.00	\$1,175.00	\$2,350
Mix 17	2 BR - 2 Bath	Market 100%	3	980.00	\$1,420.00	\$4,260
Mix 18	2 BR - 2 Bath	Market 100%	2	1119.00	\$1,420.00	\$2,840
Mix 19	2 BR - 2 Bath	Market 100%	3	959.00	\$1,420.00	\$4,260
Mix 20	2 BR - 2 Bath	Market 100%	5	864.00	\$1,420.00	\$7,100
Mix 21	3 BR - 2 Bath	Market 100%	3	1346.00	\$1,675.00	\$5,025
Mix 22	3 BR - 2 Bath	Market 100%	1	1219.00	\$1,675.00	\$1,675
Mix 23						\$0
Mix 24						\$0
Mix 25						\$0
Mix 26						\$0
Mix 27						\$0
Mix 28						\$0
Mix 29						\$0
Mix 30						\$0
Mix 31						\$0
Mix 32						\$0
Mix 33						\$0
Mix 34						\$0
Mix 35						\$0
Mix 36						\$0
Mix 37						\$0
Mix 38						\$0
Mix 39						\$0
Mix 40						\$0
Mix 41						\$0
Mix 42						\$0
Mix 43						\$0
Mix 44						\$0
Mix 45						\$0
Mix 46						\$0
Mix 47						\$0
Mix 48						\$0
Mix 49						\$0
Mix 50						\$0
Mix 51						\$0
Mix 52						\$0
Mix 53						\$0
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

**L. UNIT DETAILS**

Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0
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>			68	7			\$76,813

<b>Total Units</b>	<b>68</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>43,042.00</b>
			<b>MKT Units</b>	<b>20,354.00</b>
			<b>Total NR SF:</b>	<b>63,396.00</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>67.89387%</b>
---	------------------

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$10,200
2. Office Salaries			\$40,000
3. Office Supplies			\$0
4. Office/Model Apartment	(type <input type="text"/> )		\$0
5. Management Fee			\$44,559
<u>3.97%</u> of EGI	<u>\$655.28</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type <input type="text"/> )		\$0
8. Legal			\$8,500
9. Auditing			\$6,800
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$0
12. Tax Credit Monitoring Fee			\$1,645
13. Miscellaneous Administrative			\$50,000
<b>Total Administrative</b>			<b>\$161,704</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$8,500
16. Water			\$40,800
17. Gas			\$0
18. Sewer			\$15,640
<b>Total Utility</b>			<b>\$64,940</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$25,000
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$0
23. Trash Removal			\$10,000
24. Security Payroll/Contract			\$5,000
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$5,000
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$5,000
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$7,000
32. Heating/Cooling Repairs & Maintenance			\$5,000
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$35,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$97,000</b>

**Taxes & Insurance**

38. Real Estate Taxes			\$63,240
39. Payroll Taxes			\$9,750

**M. OPERATING EXPENSES**

40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$43,928
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$36,000
<b>Total Taxes &amp; Insurance</b>	<b>\$152,918</b>
 <b>Total Operating Expense</b>	 <b>\$476,562</b>

**Total Operating Expenses Per Unit** \$7,008 **C. Total Operating Expenses as % of EGI** 42.47%

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const. Elderly Minimum) \$45,400

<b>Total Expenses</b>	<b>\$521,962</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	3/10/2021	Richard Sciortino
b. Site Acquisition	3/1/2022	Richard Sciortino
c. Zoning Approval	12/22/2020	Richard Sciortino
d. Site Plan Approval	2/1/2022	Todd Lieberman
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	10/1/2021	Todd Lieberman
ii. Conditional Commitment		
iii. Firm Commitment	2/1/2022	Richard Sciortino
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	10/1/2021	Todd Lieberman
ii. Conditional Commitment		
iii. Firm Commitment	2/1/2022	Richard Sciortino
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	CNI Funds - HUD	Steve Morales - NRHA
ii. Application	9/17/2018	Steve Morales - NRHA
iii. Award/Commitment	5/13/2019	Steve Morales - NRHA
<b>2. Formation of Owner</b>	2/26/2021	Erik Hoffman
<b>3. IRS Approval of Nonprofit Status</b>		
<b>4. Closing and Transfer of Property to Owner</b>	3/1/2022	Richard Sciortino
<b>5. Plans and Specifications, Working Drawings</b>	2/1/2022	Todd Lieberman
<b>6. Building Permit Issued by Local Government</b>	3/1/2022	Todd Lieberman
<b>7. Start Construction</b>	3/1/2022	Todd Lieberman
<b>8. Begin Lease-up</b>	3/1/2023	Christopher McKee
<b>9. Complete Construction</b>	7/1/2023	Todd Lieberman
<b>10. Complete Lease-Up</b>	12/31/2023	Christopher McKee
<b>11. Credit Placed in Service Date</b>	12/31/2023	Richard Sciortino



**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	10,880,669	0	0	10,880,669
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	1,231,185	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	12,111,854	0	0	10,880,669
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	0	0	0	0
p. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	0	0	0	0
<b>Total Structure and Land</b>	12,111,854	0	0	10,880,669
q. General Requirements	726,711	0	0	654,039
r. Builder's Overhead ( 2.0% Contract)	236,237	0	0	212,613
s. Builder's Profit ( 6.0% Contract)	726,711	0	0	654,039
t. Bonds	147,039	0	0	132,335
u. Building Permits	0	0	0	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: _____	0	0	0	0
y. Other 2: _____	0	0	0	0
z. Other 3: _____	0	0	0	0
<b>Contractor Costs</b>	\$13,948,552	\$0	\$0	\$12,533,695

**O. PROJECT BUDGET - OWNER COSTS**

**MUST USE WHOLE NUMBERS ONLY!**

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	25,000	0	0	22,500
b. Architecture/Engineering Design Fee \$6,753 /Unit)	459,172	0	0	413,255
c. Architecture Supervision Fee \$2,820 /Unit)	191,728	0	0	172,555
d. Tap Fees	15,000	0	0	0
e. Environmental	35,000	0	0	31,500
f. Soil Borings	20,000	0	0	18,000
g. Green Building (Earthcraft, LEED, etc.)	40,000	0	0	36,000
h. Appraisal	5,000	0	0	4,500
i. Market Study	10,000	0	0	9,000
j. Site Engineering / Survey	210,000	0	0	189,000
k. Construction/Development Mgt	75,000	0	0	63,750
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	113,250	0	0	101,925
n. Construction Interest ( 3.5% for 21 months)	601,169	0	0	335,452
o. Taxes During Construction	50,000	0	0	45,000
p. Insurance During Construction	100,000	0	0	90,000
q. Permanent Loan Fee ( 1.0% )	70,000	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	0	0	0
u. Accounting	25,000	0	0	0
v. Title and Recording	50,000	0	0	45,000
w. Legal Fees for Closing	247,324	0	0	166,944
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	74,994			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	125,000	0	0	125,000
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	898,382	0	0	0
ad. Contingency	697,427	0	0	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
(1) Other* specify: Low Voltage + Utilities	150,000	0	0	135,000
(2) Other* specify: TI - Commercial	404,150	0	0	0
(3) Other* specify: Inspections + Testing	125,000	0	0	112,500
(4) Other* specify: Marketing + Lease Up	264,103	0	0	
(5) Other * specify: Consultant	25,000	0	0	0
(6) Other* specify: Section 3 + MWBE Consulta	40,000	0	0	36,000

**O. PROJECT BUDGET - OWNER COSTS**

(7) Other* specify: Predev Interest	25,000	0	0	0
(8) Other* specify: Syndicator Legal	45,000	0	0	0
(9) Other* specify: Construction Lender Legal	75,000	0	0	67,500
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$5,306,699	\$0	\$0	\$2,220,381
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$19,255,251	\$0	\$0	\$14,754,076
<b>3. Developer's Fees</b> Action: Provide Developer Fee Agreement (Tab A)	1,970,000	0	0	1,970,000
<b>4. Owner's Acquisition Costs</b>				
Land	0			
Existing Improvements	0	0		
Subtotal 4:	\$0	\$0		
<b>5. Total Development Costs</b> Subtotal 1+2+3+4:	\$21,225,251	\$0	\$0	\$16,724,076

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:**

**\$1,970,420**

Proposed Development's Cost per Sq Foot  
Applicable Cost Limit by Square Foot:

\$193 **Meets Limits**  
\$262

2021 Low-Income Housing Tax Credit Application For Reservation

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	21,225,251	0	0	16,724,076
<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	16,724,076
<b>4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)</b>				
a. For QCT or DDA (Eligible Basis x 30%)			0	0
<i>State Designated Basis Boosts:</i>				
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	5,017,223
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			0	21,741,299
<b>5. Applicable Fraction</b>		67.89387%	67.89387%	67.89387%
<b>6. Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		0	0	14,761,009
<b>7. Applicable Percentage</b> <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		0.00%	9.00%	9.00%
<b>8. Maximum Allowable Credit under IRC §42</b> (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$0	\$1,328,491
		\$1,328,491 Combined 30% & 70% P. V. Credit		

**Q. SOURCES OF FUNDS**

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	Construction Loan			\$15,100,000	
2.	CNI and CCI Funds			\$1,500,000	Mr. Ronald Jackson
3.					
Total Construction Funding:				\$16,600,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	VHDA			\$7,000,000	\$397,536	4.50%	35.00	35.00
2.	VHDA REACH			\$1,360,000	\$62,353	2.95%	35.00	35.00
3.	VHDA Match			\$1,500,000	\$59,166	1.95%	35.00	35.00
4.	CNI Funds			\$500,000		0.00%	40.00	40.00
5.	CCI Funds			\$1,000,000		0.00%	40.00	40.00
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$11,360,000	\$519,055			

**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	

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	NRHA Land Contribution		\$402,600

**Q. SOURCES OF FUNDS**

2.	CNI and CCI Funds		\$1,500,000
3.	City of Norfolk Public Improvements		\$2,476,175
4.			
5.			
Total Subsidized Funding			\$4,378,775

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$2,860,000
g.	HOME Funds	\$0
h.	Other: CNI and CCI Funds	\$1,500,000
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$7,000,000
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.

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

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

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

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


**8. Other Subsidies**

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

- a. **FALSE** Real Estate Tax Abatement on the increase in the value of the development.
- b. **TRUE** **New** project based subsidy from HUD or Rural Development for the greater of 5

**Q. SOURCES OF FUNDS**

---

or 10% of the units in the development.

c.  FALSE Other

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

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= <span style="background-color: #f2f2f2;">\$0</span>
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= <span style="background-color: #f2f2f2;">\$0</span>
b. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$246,006			(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0			
<b>ACTION:</b> If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at <b>TAB A.</b>				
<b>Equity Total</b>	<u>\$246,006</u>			

**2. Equity Gap Calculation**

a. Total Development Cost	\$21,225,251	
b. Total of Permanent Funding, Grants and Equity	-	<u>\$11,606,006</u>
c. Equity Gap		<span style="background-color: #f2f2f2;">\$9,619,245</span>
d. Developer Equity	-	<u>\$964</u>
e. Equity gap to be funded with low-income tax credit proceeds		\$9,618,281

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

a. Actual or Anticipated Name of Syndicator:			
Contact Person:		Phone:	
Street Address:			
City:		State:	
		Zip:	
b. Syndication Equity			
i. Anticipated Annual Credits		\$1,057,060.00	
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)		<u>\$0.910</u>	
iii. Percent of ownership entity (e.g., 99% or 99.9%)		<u>99.99000%</u>	
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)		<u>\$0</u>	
v. Net credit amount anticipated by user of credits		<span style="background-color: #f2f2f2;">\$1,056,954</span>	
vi. Total to be paid by anticipated users of credit (e.g., limited partners)		<u><span style="background-color: #f2f2f2;">\$9,618,281</span></u>	
c. Syndication:	<u>Public</u>		
d. Investors:	<u>Corporate</u>		

**4. Net Syndication Amount** \$9,618,281  
 Which will be used to pay for Total Development Costs

**5. Net Equity Factor** 90.9999709032%  
 Must be equal to or greater than 85%



**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>\$21,225,251</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$11,606,006</u>
3. Equals Equity Gap		<u>\$9,619,245</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>90.9999709032%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$10,570,602</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,057,060</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,328,491</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,057,060</u>
Credit per LI Units	<u>\$22,490.6383</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$10,897.5258</u>	

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

**T. CASH FLOW****1. Revenue**Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units		\$46,953
Plus Other Income Source (list):	Security Deposit Income and Application Fees	\$3,290
Equals Total Monthly Income:		\$50,243
Twelve Months		x12
Equals Annual Gross Potential Income		\$602,916
Less Vacancy Allowance	5.0%	\$30,146
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$572,770</b>

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

Total Monthly Income for Market Rate Units:		\$29,860
Plus Other Income Source (list):	Commerical Income, Security Deposit Income and Application Fees	\$18,326
Equals Total Monthly Income:		\$48,186
Twelve Months		x12
Equals Annual Gross Potential Income		\$578,232
Less Vacancy Allowance	5.0%	\$28,912
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>		<b>\$549,320</b>

**Action:** Provide documentation in support of Operating Budget (TAB R)**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	\$572,770
b. Annual EGI Market Units	\$549,320
c. Total Effective Gross Income	\$1,122,091
d. Total Expenses	\$521,962
e. Net Operating Income	\$600,129
f. Total Annual Debt Service	\$519,055
g. Cash Flow Available for Distribution	\$81,074

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
<b>Eff. Gross Income</b>	1,122,091	1,144,532	1,167,423	1,190,772	1,214,587
<b>Less Oper. Expenses</b>	521,962	537,621	553,749	570,362	587,473
<b>Net Income</b>	600,129	606,912	613,674	620,410	627,114
<b>Less Debt Service</b>	519,055	519,055	519,055	519,055	519,055
<b>Cash Flow</b>	81,074	87,857	94,619	101,355	108,059
<b>Debt Coverage Ratio</b>	1.16	1.17	1.18	1.20	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	1,238,879	1,263,656	1,288,929	1,314,708	1,341,002
<b>Less Oper. Expenses</b>	605,097	623,250	641,947	661,206	681,042

T. CASH FLOW

<b>Net Income</b>	633,782	640,406	646,982	653,502	659,960
<b>Less Debt Service</b>	519,055	519,055	519,055	519,055	519,055
<b>Cash Flow</b>	114,727	121,351	127,927	134,447	140,905
<b>Debt Coverage Ratio</b>	1.22	1.23	1.25	1.26	1.27

	<b>Year 11</b>	<b>Year 12</b>	<b>Year 13</b>	<b>Year 14</b>	<b>Year 15</b>
<b>Eff. Gross Income</b>	1,367,822	1,395,179	1,423,082	1,451,544	1,480,575
<b>Less Oper. Expenses</b>	701,473	722,517	744,193	766,519	789,514
<b>Net Income</b>	666,349	672,661	678,889	685,025	691,060
<b>Less Debt Service</b>	519,055	519,055	519,055	519,055	519,055
<b>Cash Flow</b>	147,294	153,606	159,834	165,970	172,005
<b>Debt Coverage Ratio</b>	1.28	1.30	1.31	1.32	1.33

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

**U. Building-by-Building Information**

**Must Complete**

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

Number of BINS: 1

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

DO NOT use the CUT feature

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
1.		47	21	600 E Freemason Street		Norfolk	VA	23510									\$14,761,009	12/31/23	9.00%	\$1,328,491	
2.																					\$0
3.																					\$0
4.																					\$0
5.																					\$0
6.																					\$0
7.																					\$0
8.																					\$0
9.																					\$0
10.																					\$0
11.																					\$0
12.																					\$0
13.																					\$0
14.																					\$0
15.																					\$0
16.																					\$0
17.																					\$0
18.																					\$0
19.																					\$0
20.																					\$0
21.																					\$0
22.																					\$0
23.																					\$0
24.																					\$0
25.																					\$0
26.																					\$0
27.																					\$0
28.																					\$0
29.																					\$0
30.																					\$0
31.																					\$0
32.																					\$0
33.																					\$0
34.																					\$0
35.																					\$0

Totals from all buildings

\$0

\$0

\$14,761,009

\$1,328,491

\$0

\$0

\$1,328,491

Number of BINS: 1

**V. STATEMENT OF OWNER**

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.
10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.

V. STATEMENT OF OWNER

- 12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
- 13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
- 14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
- 15. that undersigned waives the right to pursue a Qualified Contract on this development.
- 16. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, even if tax credits are not allocated to the undersigned.

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

Legal Name of Owner: Block 17, L.P.


By: [Signature]
Its: President of a member of managing member of managing member of general partner of Block 17, LP (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:	Renauld Deandre Mitchell
Virginia License#:	0401019188
Architecture Firm or Company:	Moody Nolan, Inc.

By: 

Its: Partner, Managing Director-Chicago/WashingtonDC S  
(Title)

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

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

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

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

**MANDATORY ITEMS:**

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

Included		Score
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y, N, N/A	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
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
N	0 or 40	0.00
N	0 or 10	0.00
Y	0 or 15	15.00
N	0 or 15	0.00
<b>Total:</b>		<b>15.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

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

Y	0 or up to 5	3.31
N	0 or 20	0.00
20.63%	Up to 40	40.00
N	0 or 5	0.00
Y	0 or 10	10.00
3%	0, 20, 25 or 30	30.00
N	0 or 15	0.00
N	Up to -20	0.00
Y	Up to 20	20.00
<b>Total:</b>		<b>103.31</b>

**3. DEVELOPMENT CHARACTERISTICS:**

- a. Enhancements (See calculations below) 64.27
- b. Project subsidies/HUD 504 accessibility for 5 or 10% of units 60.00
- or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units 0.00
- or d. HUD 504 accessibility for 5% of units 0.00
- e. Proximity to public transportation (within Northern VA or Tidewater) 10.00
- f. Development will be Green Certified 10.00
- g. Units constructed to meet Virginia Housing's Universal Design standards 0.00
- h. Developments with less than 100 units 20.00

Y	0 or 60	60.00
N	0 or 30	0.00
N	0 or 15	0.00
Y10	0, 10 or 20	10.00
Y	0 or 10	10.00
0%	Up to 15	0.00
Y	up to 20	20.00



i. Historic Structure	N	0 or 5	0.00
Total:			164.27
<b>4. TENANT POPULATION CHARACTERISTICS:</b>			
	Locality AMI	State AMI	
	\$82,500	\$62,300	
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 Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	23.40%	Up to 15	15.00
c.	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	14.89%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	65.96%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	65.96%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	65.96%	Up to 50	0.00
Total:			90.00
<b>5. SPONSOR CHARACTERISTICS:</b>			
a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	Y	0 or 50	50.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			50.00
<b>6. EFFICIENT USE OF RESOURCES:</b>			
a. Credit per unit		Up to 200	12.44
b. Cost per unit		Up to 100	-3.20
Total:			9.24
<b>7. BONUS POINTS:</b>			
a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	Up to 45	45.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			105.00
<b>425 Point Threshold - all 9% Tax Credits</b>			<b>TOTAL SCORE:</b>
<b>325 Point Threshold - Tax Exempt Bonds</b>			<b>536.82</b>

**Enhancements:**

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	21.27
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	8.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00

m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	2.00
s. New Construction: Balcony or patio	4	0.00
		<u>64.27</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<b><u>64.27</u></b>

X.

## Development Summary

**Summary Information**

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

**Deal Name:** Block 17 Apartments

<b>Cycle Type:</b> 9% Tax Credits	<b>Requested Credit Amount:</b> \$1,057,060	
<b>Allocation Type:</b> New Construction	<b>Jurisdiction:</b> Norfolk City	
<b>Total Units:</b> 68	<b>Population Target:</b> General	
<b>Total LI Units:</b> 47		
<b>Project Gross Sq Ft:</b> 110,018.00	<b>Owner Contact:</b> Richard Sciortino	
<b>Green Certified?</b> TRUE		

**Total Score**  
**536.82**

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$11,360,000	\$167,059	\$103	\$519,055

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$12,111,854	\$178,116	\$110	57.06%
General Req/Overhead/Profit	\$1,689,659	\$24,848	\$15	7.96%
Other Contract Costs	\$147,039	\$2,162	\$1	0.69%
Owner Costs	\$5,306,699	\$78,040	\$48	25.00%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$1,970,000	\$28,971	\$18	9.28%
<b>Total Uses</b>	<b>\$21,225,251</b>	<b>\$312,136</b>		

Total Development Costs	
Total Improvements	\$19,255,251
Land Acquisition	\$0
Developer Fee	\$1,970,000
<b>Total Development Costs</b>	<b>\$21,225,251</b>

Income	
Gross Potential Income - LI Units	\$602,916
Gross Potential Income - Mkt Units	\$578,232
Subtotal	\$1,181,148
Less Vacancy % (5.00%)	\$59,057
<b>Effective Gross Income</b>	<b>\$1,122,091</b>

**Proposed Cost Limit/Sq Ft:** \$193  
**Applicable Cost Limit/Sq Ft:** \$262

**Rental Assistance?** TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	12
# of 2BR	41
# of 3BR	15
# of 4+ BR	0
<b>Total Units</b>	<b>68</b>

Expenses		
Category	Total	Per Unit
Administrative	\$161,704	\$2,378
Utilities	\$64,940	\$955
Operating & Maintenance	\$97,000	\$1,426
Taxes & Insurance	\$152,918	\$2,249
<b>Total Operating Expenses</b>	<b>\$476,562</b>	<b>\$7,008</b>
Replacement Reserves	\$45,400	\$668
<b>Total Expenses</b>	<b>\$521,962</b>	<b>\$7,676</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	7	7
50% AMI	24	24
60% AMI	16	16
>60% AMI	0	0
<b>Market</b>	<b>21</b>	<b>21</b>

Cash Flow	
EGI	\$1,122,091
Total Expenses	\$521,962
<b>Net Income</b>	<b>\$600,129</b>
Debt Service	\$519,055
<b>Debt Coverage Ratio (YR1):</b>	<b>1.16</b>

**Income Averaging?** FALSE

**Extended Use Restriction?** 30

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

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

### Credit Points:

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

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

<b>Using Current E-U-R method (up to 200)</b>		12.44
<b>Using proposed method:</b>		
Combined Max	\$1,328,491	
Credit Requested	\$1,057,060	
% of Savings	20.43%	
Sliding Scale Points		68.1
<i>Difference</i>		55.66

### Cost Points:

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

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

<b>Using Current E-U-R method (up to 100)</b>		-3.20
<b>Using proposed method:</b>		
Total Costs Less Acquisition	\$21,225,251	
Total Square Feet	110,018.00	
Proposed Cost per SqFt	\$192.93	
Applicable Cost Limit per Sq Ft	\$262.00	
% of Savings	26.36%	
Sliding Scale Points		52.72
<i>Difference</i>		55.92

\$/SF = **\$210.96** Credits/SF = **16.8016** Const \$/unit = **\$205,125.7647**

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

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

In  
Nova  
**500**  
**1**

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	932.18	1,290.55	1,756.49	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	8	28	11	0	0	0	0
PARAMETER-(COSTS>=35,000)	0	203,951	271,935	319,524	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS>=50,000)	0	203,951	271,935	319,524	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	203,951	271,935	319,524	0	0	0	0
PROJECT COST PER UNIT	0	196,655	272,257	370,553	0	0	0	0
PARAMETER-(CREDITS>=35,000)	0	18,696	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=50,000)	0	18,696	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	18,696	23,940	27,018	0	0	0	0
PROJECT CREDIT PER UNIT	0	15,662	21,683	29,512	0	0	0	0
<b>COST PER UNIT POINTS</b>	<b>0.00</b>	<b>0.61</b>	<b>-0.07</b>	<b>-3.74</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CREDIT PER UNIT POINTS</b>	<b>0.00</b>	<b>5.52</b>	<b>11.23</b>	<b>-4.32</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

TOTAL COST PER UNIT POINTS **-3.20**

TOTAL CREDIT PER UNIT POINTS **12.44**

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	203,951	271,935	319,524	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>203,951</b>	<b>271,935</b>	<b>319,524</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	18,696	23,940	27,018	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>18,696</b>	<b>23,940</b>	<b>27,018</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

**Cost Parameters - Elderly**

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

**Credit Parameters - Elderly**

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

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	203,951	271,935	319,524	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>203,951</b>	<b>271,935</b>	<b>319,524</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	18,696	23,940	27,018	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>18,696</b>	<b>23,940</b>	<b>27,018</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

\$/SF = **\$210.96** Credits/SF = **16.8016** Const \$/unit = **\$205,125.76**

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

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

**500**  
**1**

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	932.18	1,290.55	1,756.49	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	8	28	11	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	203,951	271,935	319,524	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	203,951	271,935	319,524	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	203,951	271,935	319,524	0	0	0	0
PROJECT COST PER UNIT	0	196,655	272,257	370,553	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	18,696	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	18,696	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	18,696	23,940	27,018	0	0	0	0
PROJECT CREDIT PER UNIT	0	15,662	21,683	29,512	0	0	0	0
<b>COST PER UNIT POINTS</b>	<b>0.00</b>	<b>0.61</b>	<b>-0.07</b>	<b>-3.74</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CREDIT PER UNIT POINTS</b>	<b>0.00</b>	<b>5.52</b>	<b>11.23</b>	<b>-4.32</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

TOTAL COST PER UNIT POINTS **-3.20**

TOTAL CREDIT PER UNIT POINTS **12.44**

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	203,951	271,935	319,524	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>203,951</b>	<b>271,935</b>	<b>319,524</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	18,696	23,940	27,018	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>18,696</b>	<b>23,940</b>	<b>27,018</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

**Cost Parameters - Elderly**

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

**Credit Parameters - Elderly**

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

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	203,951	271,935	319,524	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>203,951</b>	<b>271,935</b>	<b>319,524</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	18,696	23,940	27,018	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>18,696</b>	<b>23,940</b>	<b>27,018</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



A

# Partnership or Operating Agreement

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

## **BLOCK 17, LP**

### **Limited Partnership Agreement**

This Limited Partnership Agreement (“Agreement”) made as of March 12, 2021, by Block 17 Manager, LLC, a Virginia limited liability company, as general partner (the “General Partner”) and Richard J. Sciortino, an individual residing in the State of Illinois, as limited partner (the “Limited Partner” and together with the General Partner, “Partners”).

The Partners agree to form a limited partnership under the Virginia Revised Uniform Limited Partnership Act, and on the terms and conditions subsequently set forth.

#### **Article I**

##### **Name of Partnership**

The name of the partnership will be Block 17, LP (the “Partnership”).

#### **Article II**

##### **Business of Partnership**

The Partnership is to serve as the owner of the development and property commonly known as Block 17 Apartments, located in the City of Norfolk, Virginia (the “*Project*”), and in any other business that may be agreed on by the Partners.

#### **Article III**

##### **Certificate of Limited Partnership**

The General Partner executed a certificate of limited partnership and caused the certificate to be filed with the State Corporation Commission on February 26, 2021. Any amended certificates that may be required by the laws of the Commonwealth of Virginia will be executed and filed by the General Partner as necessary.

#### **Article IV**

##### **Place of Business**

The principal place of business of the Partnership will be c/o Brinshore Development, L.L.C., 666 Dundee Road, Suite 1102, Northbrook, Illinois 60062, and other offices will be maintained in any other place or places that may be agreed on by the Partners.

#### **Article V**

##### **Contributions – General Partner**

a) *Contribution to Capital.* The General Partner, as its share will contribute to the capital of the Partnership as follows:

<u>Name</u>	<u>Cash</u>
Block 17 Manager, LLC	\$50.00

b) *Receipt of Contributions.* Receipt of the capital contributions of the General Partner is acknowledged by the Partnership and the other Partners.

c) *Additional Contributions.* The General Partner has not agreed, and shall not be required, to contribute as capital any additional cash or property except as otherwise required in this Agreement or applicable law.

## Article VI

### Contributions – Limited Partner

a) *Contributions to Capital.* The Limited Partner, as its share, will contribute to the capital of the Partnership as follows:

<u>Name</u>	<u>Cash</u>
Richard J. Sciortino	\$50.00

b) *Receipt of Contributions.* Receipt of the capital contributions of the Limited Partner is acknowledged by the Partnership and the other Partners.

c) *Additional Contributions.* The Limited Partner has not agreed, and shall not be required, to contribute as capital any additional cash or property.

## Article VII

### Duties and Rights of Partners

a) *General Partner: Conflicting Business Activities.* The General Partner, during the continuance of the Partnership, may not pursue, or become directly or indirectly interested in, any business or occupation which is in conflict either with the business of the Partnership or with the duties and responsibilities of the General Partner to the Partnership.

b) *Limited Partner: Participation in Conduct of Business.* The Limited Partner will not have any right to be active in the conduct of the Partnership's business, or have power to bind the Partnership in any contract, agreement, promise, or undertaking.

## Article VIII

### Distribution of Profit

a) *Determinations.* The General Partner or a surviving general partner will have the right, except as subsequently provided, to determine whether Partnership profits will be distributed in cash or will be left in the business, in which latter event the capital account of all partners will be increased.

## Article IX

### Profit and Loss Sharing by Limited Partner

a) *Net Profits.* The Limited Partner will receive the following shares of the net profits of the Partnership:

<u>Name</u>	<u>Share</u>
Richard J. Sciortino	50%

b) *Losses; Share.* The Limited Partner will bear a share of the losses of the Partnership equal to the share of the profits to which the Limited Partner is entitled. The share of losses of the Limited Partner will be charged against the Limited Partner's contribution to the capital of the Partnership.

c) *Losses; Maximum Liability.* The Limited Partner will at no time become liable for any obligations or losses of the Partnership beyond the amount of its capital contribution.

## Article X

### Profit and Loss Sharing by General Partner

a) *Profits.* After provision has been made for the shares of profits of the Limited Partner, all remaining profits of the Partnership business will be allocated to the General Partner.

b) *Losses.* After giving effect to the share of losses chargeable against the capital contributions of the Limited Partner, the remaining partnership losses will be paid by the General Partner.

## Article XI

### Accounting

a) *Books of Account to be Kept.* There will be kept, at all times during the continuance of this Partnership, good and accurate books of account of all transactions, assets, and liabilities of the Partnership. The books will be balanced and closed at the end of each fiscal year, and at any other time on reasonable request of the General Partner.

b) *Method of Accounting.* All accounts of the Partnership will be kept on the accrual basis. All matters of accounting for which there are no provisions in this Agreement are to be governed by generally accepted methods of accounting.

c) *Calendar Year Basis.* The profits and losses of the Partnership and its books of account will be maintained on a calendar year basis until otherwise determined by the General Partner.

d) *Place Where Books to be Kept; Inspection.* The Partnership books of account will be kept at the principal place of business of the Partnership, and will be open for inspection by any Partner at all reasonable times.

e) *Capital Accounts.* A capital account will be maintained on the Partnership books on behalf of each Partner. The account will be credited with that Partner's contributions to the capital of the Partnership and will be debited and credited in the manner prescribed in Article XI(f).

f) *Income Accounts.* An income account will be maintained on the Partnership books on behalf of each Partner. The account will be closed to the capital account of each Partner at the close of each fiscal year.

As soon as practicable after the close of each fiscal year, and any other times that the Partners decide, the income account of each Partner will be credited with that Partner's distributive share of profits and debited with its share of losses.

Any losses to be debited to a Partner's income account that exceed the credit balance of the account will be debited to that Partner's individual capital account. If, as a result of debiting a Partner's individual capital account with the excess losses, the capital account is depleted, future profits of that Partner will be credited to the capital account until the depletions have been eliminated.

g) *Drawing Accounts.* A drawing account, to which withdrawals are to be debited, will be maintained on the Partnership books on behalf of the General Partner. Withdrawals may be made subject to any limitations that the Partners may adopt. The drawing account will be closed to the Partner's income account at the close of each fiscal year.

## **Article XII**

### **Substitution, Assignments, and Admission of Additional Partners**

a) *Substitution for Limited Partner; Sale or Assignment of Interest.* The Limited Partner may not, without the written consent of all the other Partners, substitute a Partner in its place.

b) *Additional General or Limited Partners.* Additional general or limited partners may be admitted to the Partnership on any terms that may be agreed on in writing between all the Partners and any new partners. The agreed on terms will constitute an amendment of this Agreement.

## **Article XIII**

### **Termination of Interest of Limited Partner; Return of Capital Contribution**

a) *Termination of Interest.* The interest of the Limited Partner may be terminated by:

- i) Dissolution of the Partnership for any reason as provided in this Agreement; or
- ii) Agreement of all Partners.

b) *Payment on Termination.* On the termination of the interest of the Limited Partner, there will be payable to the Limited Partner the value of its interest, as determined by Article XIII(c), as of the date of termination. Payment will be made within twelve (12) months of the termination of the Limited Partner's interest.

c) *Value of Limited Partner's Interest.* The value of the Limited Partner's interest in the Partnership will be computed by (1) adding the totals of (a) its capital account, (b) its income account, and (c) any other amounts owed to it by the Partnership; and (2) subtracting from the amount of the above totals the amount of the totals of all amounts owed by it to the Partnership. For the purposes of valuation, the goodwill of the Partnership business as well as other intangible items will not be valued.

## **Article XIV**

### **Term of Partnership; Dissolution**

a) *Term; Dissolution.* The Partnership term commenced on February 26, 2021, and will continue for an unstipulated time ending:

- i) On the dissolution of the Partnership by law; or
- ii) On dissolution at any time agreed on by the General Partner.

b) *Value of Partner's Interest.* The value of the General Partner's interest in the Partnership will be computed by (1) adding the totals of (a) its capital account, (b) its income account, and (c) any other amounts owed to it by the Partnership, and (2) subtracting from the amount of the above totals the amount of the totals of (a) its drawing account and (b) any amount owed by it to the Partnership.

## **Article XV**

### **Amendments**

This Agreement, except with respect to vested rights of the Partners, may be amended at any time by agreement of the Partners.

## **Article XVI**

### **Binding Effect of Agreement**

This Agreement will be binding on the Partners and their respective heirs, executors, administrators, successors and assigns.

*[Signatures begin on following page.]*

[Signature page to Limited Partnership Agreement of Block 17, LP]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**GENERAL PARTNER:**

**BLOCK 17 MANAGER, LLC**

By: Brinshore TL, LLC,  
its managing member

By: Brinshore Development, LLC,  
its managing member

By: RJS Real Estate Services, Inc.,  
a member

By:   
Name: Richard J. Sciortino  
Title: President

*[Signatures continue on next page.]*

[Signature page to Limited Partnership Agreement of Block 17, LP]

**LIMITED PARTNER:**

**RICHARD J. SCIORTINO**

A handwritten signature in blue ink, appearing to read "R. Sciortino", is written over a horizontal line. The signature is stylized and cursive.



Chart of Ownership Structure  
with Percentage of Interests

**Block 17 Apartments  
PROPERTY OWNERSHIP STRUCTURE**



Banc of America Community Development Corporation

Brian L. Heide	President
Paul R. Pitlyk	Credit Risk Management Executive
Joni Pesta	Treasurer
Susan Bogicevic	Secretary
Christine Costamagna	Assistant Secretary
William McNairy	Senior Vice President / Tax Officer
Tonja L. Adams	Senior Vice President
Charmaine Atherton	Senior Vice President
Nicole Baldon	Senior Vice President
Stephanie Barrett	Senior Vice President
Maria F. Barry	Senior Vice President
Iris Y. Bashein	Senior Vice President
Regina S. Bender	Senior Vice President
Kasia J. Blechschmidt	Senior Vice President
Judith L. Boswell	Senior Vice President
Amy Brusiloff	Senior Vice President
Scott K. Catton	Senior Vice President
Casey M. Carpenter	Senior Vice President
Michael E. Clarke	Senior Vice President
Franklin D. Cook	Senior Vice President
Barbara Colter	Senior Vice President
José Luis de la Rosa	Senior Vice President
Daniel E. Devin	Senior Vice President
Susan Valerie Greene	Senior Vice President
Kathryn D. Hanifan	Senior Vice President
Kimberly A. (Kim) McLaughlin	Senior Vice President
Susan M. Leahy	Senior Vice President
Daniel Letendre	Senior Vice President
Trish Marinilli	Senior Vice President
Todd McCain	Senior Vice President
Melissa McCormack	Senior Vice President
Sylvia Monsivais	Senior Vice President
John Panno	Senior Vice President
Debra C. Parker	Senior Vice President
<b>Maurice L. Perry</b>	Senior Vice President
Michael K. Petty	Senior Vice President
Eileen M. Pope	Senior Vice President
Karen Purcell	Senior Vice President
Claudia B. Robinson	Senior Vice President
Tangee Kearney Rodriguez	Senior Vice President
Laura E. Sheehan	Senior Vice President
Ekaterina A. Shirley	Senior Vice President
Cassandra Silvernail	Senior Vice President
William Song	Senior Vice President
Joseph Siu	Senior Vice President
Christopher N. Sotir	Senior Vice President
Tracy Sullivan	Senior Vice President
Brian K. Tracey	Senior Vice President
Andrea Ursillo	Senior Vice President

Joseph B. Veneracion	Senior Vice President
Larry D. West	Senior Vice President
Susan C. Winstead	Senior Vice President
Zammy Arcos	Vice President
Jill Whitney Amero	Vice President
John-Paul Campbell	Vice President
Adam Cray	Vice President
Jennifer Gil Photopoulos	Vice President
Milica Kazic-Andretta	Vice President
Joanna Yi Lun Lee	Vice President
Mary Margaret Licisyn	Vice President
Will Lanier	Vice President
Susan S. McDaniel	Vice President
Rashida McGhie	Vice President
Raji Narayanan	Vice President
Chuong (Jack) Pham	Vice President
Brian Pilcher	Vice President
John M. Pool	Vice President
Binyamin E. Rosenbaum	Vice President
Shanna Sun	Vice President
Jon Watkins	Vice President
Carolyn Y. White	Vice President
Pascale Andre	Assistant Vice President
Lisa Awaya	Assistant Vice President
Sarah Burkett	Assistant Vice President
Justin Lichtman	Assistant Vice President
Madison Marasca	Assistant Vice President
Karen Morin	Assistant Vice President

March 9, 2021

The directors of Bank of America, N.A. are:

Moynihan, Brian T.  
Allen, Sharon L.  
Bies, Susan Schmidt  
Bovender, Jr., Jack O.  
Bramble, Sr., Frank P.  
de Weck, Pierre Jacques Philippe  
Donald, Arnold W.  
Hudson, Linda P.  
Lozano, Monica Cecilia  
May, Thomas John  
Nowell, III, Lionel L.  
Ramos, Denise L.  
Rose, Clayton S.  
White, Michael D.  
Woods, Thomas D.  
Yost, R. David  
Zuber, Maria T.

Draft

## Developer Fee Agreement

[DRAFT]

**DEVELOPMENT SERVICES AGREEMENT**

**THIS DEVELOPMENT SERVICES AGREEMENT** (this "Agreement"), is made as of the        day of March, 2021 between **BLOCK 17, LP**, a Virginia limited partnership (the "Partnership") and **BLOCK 17 DEVELOPERS, LLC**, a Virginia limited liability company (the "Developer").

WHEREAS, the Partnership has been formed to acquire, construct, develop, own, maintain and operate a 68-unit multi-family rental complex for occupancy by persons of low income known, or to be known, as Block 17 Apartments and to be located at 600 E Freemason Street, Norfolk, Virginia 23510 (the "Housing Complex"), which Housing Complex is expected to qualify for an allocation of low income housing tax credits ("Tax Credits) pursuant to Section 42 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Partnership desires to engage the Developer to oversee the development and construction of the Housing Complex and perform specified services in connection therewith until all development and construction work is completed; and

WHEREAS, capitalized terms used in this Agreement which are not defined herein shall have the meanings ascribed to such terms in the Partnership's Amended and Restated Agreement of Limited Partnership dated on or about, but prior to, the date of this Agreement;

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

1. Undertaking and Appointment. The Partnership hereby undertakes and agrees to use commercially reasonable efforts to acquire, construct, develop, own, maintain and operate the Housing Complex, and agrees to execute and deliver all contracts, agreements, deeds, deeds of trust and other documents which it deems necessary or desirable to accomplish this purpose. The Partnership engages the Developer to render certain services to and/or for the benefit of the Partnership, and confirms and ratifies such engagement of the Developer with respect to services rendered to and/or for the benefit of the Partnership prior to the date hereof in supervising and overseeing the development and construction of the Housing Complex as herein contemplated. The Developer shall use commercially reasonable efforts to assure that the development and construction of the Housing Complex is completed in accordance with the budget approved by the Partnership and shall not materially deviate from the budget, or any budgeted item, without the prior consent of the Partnership.

2. Developer's Authority. The Developer shall have the authority and the obligation to:

- a. select the architect ("Architect"), coordinate the preparation of the plans (the "Plans and Specifications") for the Housing Complex and recommend alternative solutions whenever design details affect construction feasibility or schedules, it being agreed that the Developer has selected, and the Partnership will engage, **Moody Nolan**, as Architect;
- b. ensure that the Plans and Specifications, which shall be subject to the Partnership's approval, and which approval will not be delayed or withheld unreasonably, are in compliance with applicable codes, laws, ordinances, rules and regulations;
- c. negotiate all necessary contracts and subcontracts for the construction of the Housing Complex, which shall be subject to the Partnership's approval, and which approval will not be delayed or withheld unreasonably, it being agreed between the parties that the Partnership will engage **Breeden Construction** as general contractor (the "General Contractor") for construction of the Housing Complex;
- d. choose the products and materials necessary to equip the Housing Complex in a manner which satisfies the requirements of the Plans and Specifications;
- e. develop a construction budget and monitor disbursement and payment of amounts owed the Architect, the engineers, the General Contractor, and the subcontractors;
- f. ensure that the Housing Complex is constructed free and clear of all mechanics' and materialmen' s liens, on time and within the budget established by the Partnership and the Developer;
- g. obtain an Architect's certificate that the work on the Housing Complex is substantially complete;
- h. cause the construction of the Housing Complex to be completed in a prompt and expeditious manner, consistent with good workmanship and a reasonable construction schedule approved by the Partnership, and in compliance with the following:
  - (1) the Plans and Specifications as they may be amended;
  - (2) any and all zoning regulations, city ordinances, regulations (including without limitation health, fire and safety regulations), and any and all



other requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Housing Complex;

- i. cause to be performed in a diligent and efficient manner the general administration and supervision of construction of the Housing Complex, including, but not limited to, the activities of the General Contractor and its employees and agents, all required off-site work installed by others, and the activities of any others employed in connection with the development and/or construction of the Housing Complex, all in a manner which complies in all respects with the Plans and Specifications;
- j. reserved;
- k. provide, and periodically update, the Housing Complex construction time schedule;
- l. investigate and recommend a schedule for purchase by the Partnership of all materials and equipment requiring lead time procurement, and expedite and coordinate delivery of such purchases;
- m. coordinate the work to complete the Housing Complex in accordance with the objectives as to cost, time and quality, and provide sufficient personnel with authority to achieve such objectives;
- n. provide regular monitoring as construction progresses, including construction of off-site facilities by others, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the Partnership adjustments in the schedule to meet the probable completion date, provide monthly summary reports of such monitoring, and document all changes in the schedule which are approved by the Partnership in its reasonable determination;
- o. provide regular monitoring of the approved estimate of construction costs;
- p. develop and implement a system for review and processing of change orders as to construction of the Housing Complex, with any material change orders being subject to the approval of the Partnership;
- q. establish and implement procedures for expediting the processing and approval of shop drawings; and
- r. record the progress of the Housing Complex and all matters delegated to it under this Agreement and submit written progress reports at least monthly to the

Partnership, including the percentage of completion and the number and amounts of change orders and cost records as to the construction.

3. Development Service Fee. For services performed and to be performed under Sections 1 and 2 of this Agreement, the Partnership agrees to pay the Developer a Development Service Fee ("DSF") in the amount of **ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO/100 (\$1,700,000.00)**. The DSF shall accrue proportionally as the Developer renders its services hereunder, according to the schedule set forth below. Except for that part of the DSF not yet earned, the DSF shall be payable upon the later of (a) the partnership obtaining Certificates of Occupancy, or (b) the time the Partnership has the funds available to pay the DSF or a part thereof, from (1) capital contributions of its partners, (2) construction or permanent loan proceeds, or (3) such other grants or funds that are received by the Partnership, and there are otherwise sufficient funds to pay all costs of acquiring, constructing and equipping the Housing Complex. If the Partnership does not have sufficient funds to pay the entire DSF after receiving all capital contributions of its partners and all construction or permanent loan proceeds, and grants and funds, then the remainder of the DSF will be carried by the Partnership (the "Deferred Developer Fee") payable to the Developer. The Partnership will pay such amount in full not later fourteen years and six months after the date that the Housing Complex has been placed in service. Interest on the Deferred Developer Fee will compound annually at a rate equal to the Applicable Federal Rate in effect as of the placed in service date of the Housing Complex.

The DSF shall accrue as follows:

- a. fifteen percent (15%) of the DSF shall be earned upon selection of the Architect and execution of the Architect's contract;
- b. fifteen percent (15%) of the DSF shall be earned upon selection of the Contractor and the submission of the construction loan application;
- c. fifteen percent (15%) of the DSF shall be earned upon the closing of construction loan financing acceptable to the Partnership;
- d. fifteen percent (15%) of the DSF shall be earned upon completion of the Plans and Specifications;
- e. fifteen percent (15%) of the DSF shall be earned when the Partnership acquires the land and commences construction of the Housing Complex; and
- f. twenty-five percent (25%) of the DSF shall be earned on the date on which a Certificate of Occupancy or substantial completion certificate shall have been issued with respect to each unit in the Housing Complex.

Nothing herein shall be construed to entitle the Developer to any installment of the DSF unless and until all obligations of the Developer which are required to be performed before such installment is due shall have been fully performed in

accordance with the terms hereof.

4. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. The Developer shall have the right to assign its rights and obligations hereunder to a wholly owned subsidiary, and upon such assignment and assumption of such rights and obligations, the Developer shall be relieved of any liability hereunder.
5. Attorneys' Fees. In the event either party fails to perform its obligations hereunder, the other party shall be entitled to collect all costs and expenses, including its reasonable attorneys' fees incurred as a result of or in connection with the defaults in addition to damages incurred and all other amounts due hereunder.
6. Termination. Either party shall have the right to terminate this Agreement for cause, upon not less than thirty (30) days' written notice to the other, if the noticed party fails to cure such default within such thirty (30) day period or if the default is not one which can be cured in that time but is susceptible of cure, fails to begin or thereafter to maintain its best efforts to cure. Upon such notice becoming effective as to a default by the Partnership, Developer's obligation to provide further services shall terminate immediately, and the Partnership shall pay the Developer its accrued but unpaid DSF.
7. Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this 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 which are valid.
8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties, shall not have signed the same counterpart. The signature page of any one counterpart may be removed and attached to another identical counterpart to form a single fully executed instrument. Execution of this Agreement may be by facsimile, pdf or other electronic signature which shall be given the same effect as an original signature.
9. No Continuing Waiver. The waiver by any party of any breach of this Agreement shall not operate or be construed to be waiver of any subsequent breach.
10. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

**[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGES FOLLOW.]**

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

**PARTNERSHIP:**

**BLOCK 17, LP,**  
a Virginia limited partnership

By: Block 17 Manager, LLC,  
its general partner

By: Brinshore TL, LLC,  
its managing member

By: Brinshore Development, LLC,  
its managing member

By: RJS Real Estate Services, Inc.,  
a member

By: \_\_\_\_\_  
Name: Richard J. Sciortino  
Title: President

**[REMAINDER OF PAGE LEFT BLANK;  
SIGNATURES CONTINUE ON NEXT PAGE.]**

**DEVELOPER:**

**BLOCK 17 DEVELOPERS, LLC,**  
a Virginia limited liability company

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

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

B

Virginia State Corporation  
Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, February 26, 2021

This is to certify that the certificate of limited partnership of

### **Block 17, LP**

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

Effective date: February 26, 2021



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, February 26, 2021

This is to certify that the certificate of organization of

### **Block 17 Manager, LLC**

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

Effective date: February 26, 2021



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission



C

Principal's Previous  
Participation Certification  
(MANDATORY)



## Previous Participation Certification Instructions

### General Instructions:

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

### Definitions:

*Development* - the proposed multifamily rental housing development

*Participants* - the principals who will participate in the ownership of the development

*Principal* - any person (including any individual, joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity) that (i) with respect to the proposed development, will own or participate in the ownership of the proposed development or (ii) with respect to an existing multifamily rental property, has owned or participated in the ownership of such property, all as more fully described herein below. The person who is the owner of the proposed development or multifamily rental property is considered a principal. In determining whether any other person is a principal, the following guidelines shall govern:

- In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
- In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
- In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
- In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
- In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and

## Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

- If the owner is a partnership, list the names of all GPs, regardless of % interest in the General Partnership
- If the owner is an LLC, list the names of all members regardless of % interest
- If the owner is a Corporation (public or private), Organization or Governmental Entity, list the names of officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder having a 25% or more interest
- If the owner is a Trust, list the names of all persons having a 25% or more beneficial ownership interest in the assets of the trust
- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual

If none of the above applies, list the name of any person that directly or indirectly controls or has the power to control a principal.

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



## Previous Participation Certification

Development Name: Block 17 Apartments  
Name of Applicant (entity): Block 17, L.P.

I hereby certify that:


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

**Previous Participation Certification, cont'd**

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

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

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

  
\_\_\_\_\_  
Signature

**RICHARD SCIORTINO**  
\_\_\_\_\_  
Printed Name

**2/26/21**  
\_\_\_\_\_  
Date (no more than 30 days prior to submission of the Application)



## Previous Participation Certification

Development Name: Block 17 Apartments  
Name of Applicant (entity): Block 17, L.P.  
\_\_\_\_\_

I hereby certify that:

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

**Previous Participation Certification, cont' d**

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

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

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

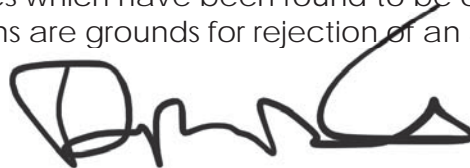
\_\_\_\_\_  
Signature

**David Brint**

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

**March 5, 2021**

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





## Previous Participation Certification

Development Name: Block 17 Apartments  
Name of Applicant (entity): Block 17, L.P.

I hereby certify that:

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



**Previous Participation Certification, cont'd**

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

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

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

  
\_\_\_\_\_  
Signature

**Todd Lieberman**

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

**03/03/21**

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



## Previous Participation Certification

Development Name: Block 17 Apartments  
Name of Applicant (entity): Block 17, L.P.

I hereby certify that:

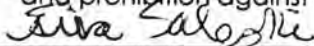
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily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

**Previous Participation Certification, cont'd**

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

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

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



Signature

ERIKA ANN SALESKI

Printed Name

3/15/21

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



## Previous Participation Certification

Development Name:

Block 17 Apartments

Name of Applicant (entity):

Block 17, L.P.

I hereby certify that:

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

**Previous Participation Certification, cont'd**

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

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

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

  
\_\_\_\_\_  
Signature

Maurice Perry  
\_\_\_\_\_  
Printed Name

3/3/21  
\_\_\_\_\_  
Date (no more than 30 days prior to submission of the Application)

## VHDA Previous Participation Certification

**Development Name:** Block 17 Apartments  
**Name of Applicant:** Block 17, L.P.

March 12, 2021

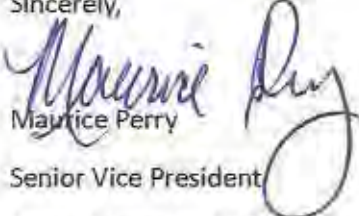
To Whom It May Concern:

**Subject: Item #14:**

On June 17, 2016 The Tempo at Encore, L.P. ("Tempo, LP") filed suit against the general contractor, Siltek Group, Inc., in the case styled The Tempo at Encore, L.P. v Siltek Group, Inc., et al, in the Hillsborough County Circuit Court, Case No. 16-CA-005748, to recover damages incurred as a result of Siltek's defaults under the parties' construction contract and termination from The Tempo at Encore housing project. That suit was amended to add Siltek's surety, Berkley Insurance Company, for its subsequent defaults and termination as the completion contractor as well as to add claims for fraudulent misrepresentation against Siltek and Ana Sierra (one of Siltek's principals). In addition, Tempo, LP added claims, which were also alleged by the developer entity CPDG2, LLC, for fraud in the inducement against Siltek and piercing the corporate veil against Ana Sierra and Rene Sierra (another one of the Siltek's principals). Siltek sued Tempo, LP and CPDG2, LLC for alleged defaults under the construction contract and other claims. Banc of America Community Development Corporation ("BACDC") was a Class B Limited Partner of Tempo, LP and is a member of CPDG2, LLC.

Additionally, Berkley sued Tempo, LP for alleged defaults under the construction contract and other claims in the case styled Berkley Insurance Company v. The Tempo at Encore, L.P., et al, in the Hillsborough County Circuit Court, Case No. 17-CA-007385. That case is consolidated with Case No. 16-CA-005748 for discovery purposes. In addition, Berkley sued related entities in the transaction, including CPDG2, LLC, BACDC, and Bank of America, N.A. Both cases are currently set for trial on May 2, 2022.

Sincerely,

  
Maurice Perry

Senior Vice President

Banc of America CDC

D

# List of LIHTC Developments

(Schedule A)  
**(MANDATORY)**

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Block 17, L.P. Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* Y  
Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1							
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB



# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Brinshore TL, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* Y  
Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, LP.

**INSTRUCTIONS:**

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Brinshore Development, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Mahalia Place	43rd/State, LP (847) 562-9400	Y	110	98	11/8/2005	5/31/2006	N
2 Westhaven Park Tower (rental)	WHP Tower Rental, LLC (847) 562-9400	Y	34	34	6/23/2006	1/24/2007	N
3 Red Maple Grove Phase I	BRIndy - I, LP (847) 562-9400	Y	40	40	12/20/2005	12/18/2006	N
4 Douglass Square	Douglas Park, LP (847) 562-9400	Y	50	45	6/12/2006	5/23/2007	N
5 Keystone Place	Keystone Place, LP (847) 562-9400	Y	69	62	7/17/2007	6/27/2008	N
6 Hansberry Square	Dearborn Root, LP (847) 562-9400	Y	181	163	10/25/2007	6/9/2008	N
7 Westhaven Park Phase IIB	WHP-IIB, LLC (847) 562-9400	Y	127	97	7/1/2008	1/23/2009	N
8 Red Maple Grove Phase IIA	BRIndy - II, LP (847) 562-9400	Y	60	60	10/31/2007	8/14/2008	N
9 Florida House	Florida Urbana, LP (847) 562-9400	Y	120	120	1/1/2007	10/29/2007	N
10 Sunnycrest Manor	SunnyUrbana, LP (847) 562-9400	Y	101	101	1/1/2007	10/17/2007	N
11 Sunrise Apartments	SunMattoon, LP (847) 562-9400	Y	120	120	1/1/2007	3/19/2008	N
12 Anglers Manor	AnglersBloom, LP (847) 562-9400	Y	96	96	1/1/2007	10/29/2007	N
13 Red Maple Grove Phase IIB	Red Maple Grove, LP (847) 562-9400	Y	65	65	11/20/2008	10/2/2009	N
14 Coleman Place	Legends C-2, LLC (847) 562-9400	Y	118	118	2/25/2009	12/9/2009	N
15 Westhaven Park IIC	WHP-IIC, LLC (847) 562-9400	Y	92	92	5/5/2010	1/20/2011	N
16 Hopkins Place	Hopkins Place, A Wisconsin Limited Partnership (847) 562-9400	Y	56	56	10/14/2009	6/9/2010	N
17 Crystal View	Crystal View Townhomes, LP (847) 562-9400	Y	70	63	7/29/2010	11/16/2010	N
18 Savoy Square	Legends South A-2, LLC (847) 562-9400	Y	138	110	12/29/2010	9/19/2011	N
19 Heart and Hope Place	Heart and Hope Place Apartments, LLC (847) 562-9400	Y	24	24	12/29/2010	12/21/2011	N
20 Franklin Square	Franklin Square Apartments, LLC (847) 562-9400	Y	37	37	2/17/2011	12/8/2011	N
21 Hairpin Lofts	Hairpin Lofts, LLC (847) 562-9400	Y	28	25	10/28/2011	5/31/2012	N
22 Park Douglas	Ogden North, LLC (847) 562-9400	Y	137	110	3/15/2012	10/16/2012	N
23 Chatham Square	Brinlaf, LP (847) 562-9400	Y	89	89	3/30/2012	11/29/2012	N
24 Bluff Apartments	Bluff Apartments of Fort Madison, LP (847) 562-9400	Y	40	40	1/28/2011	2/27/2012	N
25 Park Apartments Redevelopment 2011	ParkR, LLC (847) 562-9400	Y	120	120	12/15/2011	9/13/2013	N
26 Century City	Century City Lofts, LLC (847) 562-9400	Y	37	37	7/20/2012	3/8/2013	N
27 Lindsay NSP	Lindsay NSP, LLC (847) 562-9400	Y	40	40	6/14/2013	12/5/2013	N
28 Ashland Place	Ashland Place, LP (847) 562-9400	Y	42	42	5/18/2013	11/18/2013	N
29 Emerson Square	Emsq, LLC (847) 562-9400	Y	32	28	9/30/2013	4/8/2014	N
30 Buffett Place	BT-Diplomat, LLC (847) 562-9400	Y	51	51	12/28/2013	11/20/2014	N
31 New Village Park	New Village Park Limited Dividend Housing Association Limited Partnership (847) 562-9400	Y	152	152	1/24/2014	9/16/2014	N
32 Dorchester Artist + Housing Collaborative	Dorchester Artist, LLC (847) 562-9400	Y	32	23	11/18/2014	6/24/2015	N
33 Gwendolyn Place	Legends-C3, LLC (847) 562-9400	Y	71	53	9/4/2015	6/20/2016	N
34 Plowfield Square	Plowfield Square, LLC (847) 562-9400	Y	42	37	4/2/2014	10/9/2014	N
35 Fox Prairie	Boreas, LLC (847) 562-9400	Y	40	40	10/28/2016	3/14/2017	N
36 Milwaukee Prosperity	Milwaukee Prosperity, LLC (847) 562-9400	Y	35	34	12/1/2015	8/30/2016	N
37 City Gardens	Maple Jack, LLC (847) 562-9400	Y	76	55	10/21/2016	6/30/2017	N
38 Park Place	PP Family, LLC (847) 562-9400	Y	78	78	1/28/2017	9/13/2017	N
39 Clybourn 1200	CLYDIV, LLC (847) 562-9400	Y	84	52	3/16/2017	1/31/2018	N
40 Phil B. Curls Manor (Cleveland Heights)	CHSB Apartments, LP (847) 562-9400	Y	54	54	3/11/2017	11/27/2017	N

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

1st PAGE  
 TOTAL: 2,988 2,761 LIHTC as % of Total Units 92%  
 v.01.01.21

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	Highlander Phase I	Highlander Phase I, LLC (847) 562-9400	Y	101	62	4/17/2018	7/30/2019	N
47	Pendleton Flats	Pendleton Flats KC, LLC (847) 562-9400	Y	30	24	9/26/2017	4/30/2018	N
48	Highland Green	Highland Green, LLC (847) 562-9400	Y	33	33	10/2/2017	4/11/2018	N
49	Villages of Westhaven	WHP Village, LLC (847) 562-9400	Y	200	145	12/31/2019	12/16/2019	N
50	Brewster-Hosmer RAD Conversion	Freeport RAD I, LLC (847) 562-9400	Y	167	167	1/1/2018	7/22/2019	N
51	McCrary Senior Apartments	McCrary Senior Apartments, LLC (847) 562-9400	Y	62	62	10/31/2018	11/12/2019	N
52	Thresholds RAD2	Thresholds RAD, LLC (847) 562-9400	Y	146	146	9/29/2019	No 8609 Yet	N
53	KLEO Art Residences	Brin Life Center, LLC (847) 562-9400	Y	58	49	7/8/2019	7/24/2020	N
54	Heather Gardens	Heather Gardens Limited Dividend Housing Association Limited Partnership (847) 562-9400	Y	79	63	4/24/2018	No 8609 Yet	N
55	Pendleton ArtsBlock	Pendleton Artsblock, LLC (847) 562-9400	Y	38	24	2018	No 8609 Yet	N
56	Quinlan Row	Century TH, LLC (847) 562-9400	Y	22	15	2018	No 8609 Yet	N
57	Quinlan Place	Century Apts, LLC (847) 562-9400	Y	57	39	2018	No 8609 Yet	N
58	4400 Grove	45th/Cottage, LLC (847) 562-9400	Y	84	59	2018	No 8609 Yet	N
59	Sheridan Station	Sheridan Station Apartments, LLC (847) 562-9400	Y	133	133	2018	No 8609 Yet	N
60	Frederick Ball	Quincy Ball, LLC (847) 562-9400	Y	65	52	2020	No 8609 Yet	N
61	Walnut Woods Rev Butler	Bloomington RAD II, L.P. (847) 562-9400	Y	116	116	2020	No 8609 Yet	N
62	Nobility Point	Highlander Phase III, LLC (847) 562-9400	Y	60	48	2/11/2021	No 8609 Yet	N
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2nd PAGE TOTAL: 1,451 1,237  
 GRAND TOTAL: 4,439 3,998

90% LIHTC as % of  
 Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, LP.

**INSTRUCTIONS:**

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: RJS Real Estate Services, Inc. Controlling GP (C.GP) or 'Named' Managing Member of Proposed property? Y  
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Mahalia Place	43rd/State, LP (847) 562-9400	Y	110	98	11/8/2005	5/31/2006	N
2 Westhaven Park Tower (rental)	WHP Tower Rental, LLC (847) 562-9400	Y	34	34	6/23/2006	1/24/2007	N
3 Red Maple Grove Phase I	BRIndy - I, LP (847) 562-9400	Y	40	40	12/20/2005	12/18/2006	N
4 Douglass Square	Douglas Park, LP (847) 562-9400	Y	50	45	6/12/2006	5/23/2007	N
5 Keystone Place	Keystone Place, LP (847) 562-9400	Y	69	62	7/17/2007	6/27/2008	N
6 Hansberry Square	Dearborn Root, LP (847) 562-9400	Y	181	163	10/25/2007	6/9/2008	N
7 Westhaven Park Phase IIB	WHP-IIB, LLC (847) 562-9400	Y	127	97	7/1/2008	1/23/2009	N
8 Red Maple Grove Phase IIA	BRIndy - II, LP (847) 562-9400	Y	60	60	10/31/2007	8/14/2008	N
9 Florida House	Florida Urbana, LP (847) 562-9400	Y	120	120	1/1/2007	10/29/2007	N
10 Sunnycrest Manor	SunnyUrbana, LP (847) 562-9400	Y	101	101	1/1/2007	10/17/2007	N
11 Sunrise Apartments	SunMattoon, LP (847) 562-9400	Y	120	120	1/1/2007	3/19/2008	N
12 Anglers Manor	AnglersBloom, LP (847) 562-9400	Y	96	96	1/1/2007	10/29/2007	N
13 Red Maple Grove Phase IIB	Red Maple Grove, LP (847) 562-9400	Y	65	65	11/20/2008	10/2/2009	N
14 Coleman Place	Legends C-2, LLC (847) 562-9400	Y	118	118	2/25/2009	12/9/2009	N
15 Westhaven Park IIC	WHP-IIC, LLC (847) 562-9400	Y	92	92	5/5/2010	1/20/2011	N
16 Hopkins Place	Hopkins Place, A Wisconsin Limited Partnership (847) 562-9400	Y	56	56	10/14/2009	6/9/2010	N
17 Crystal View	Crystal View Townhomes, LP (847) 562-9400	Y	70	63	7/29/2010	11/16/2010	N
18 Savoy Square	Legends South A-2, LLC (847) 562-9400	Y	138	110	12/29/2010	9/19/2011	N
19 Heart and Hope Place	Heart and Hope Place Apartments, LLC (847) 562-9400	Y	24	24	12/29/2010	12/21/2011	N
20 Franklin Square	Franklin Square Apartments, LLC (847) 562-9400	Y	37	37	2/17/2011	12/8/2011	N
21 Hairpin Lofts	Hairpin Lofts, LLC (847) 562-9400	Y	28	25	10/28/2011	5/31/2012	N
22 Park Douglas	Ogden North, LLC (847) 562-9400	Y	137	110	3/15/2012	10/16/2012	N
23 Chatham Square	Brinlaf, LP (847) 562-9400	Y	89	89	3/30/2012	11/29/2012	N
24 Bluff Apartments	Bluff Apartments of Fort Madison, LP (847) 562-9400	Y	40	40	1/28/2011	2/27/2012	N
25 Park Apartments Redevelopment 2011	ParkR, LLC (847) 562-9400	Y	120	120	12/15/2011	9/13/2013	N
26 Century City	Century City Lofts, LLC (847) 562-9400	Y	37	37	7/20/2012	3/8/2013	N
27 Lindsay NSP	Lindsay NSP, LLC (847) 562-9400	Y	40	40	6/14/2013	12/5/2013	N
28 Ashland Place	Ashland Place, LP (847) 562-9400	Y	42	42	5/18/2013	11/18/2013	N
29 Emerson Square	Emsq, LLC (847) 562-9400	Y	32	28	9/30/2013	4/8/2014	N
30 Buffett Place	BT-Diplomat, LLC (847) 562-9400	Y	51	51	12/28/2013	11/20/2014	N
31 New Village Park	New Village Park Limited Dividend Housing Association Limited Partnership (847) 562-9400	Y	152	152	1/24/2014	9/16/2014	N
32 Dorchester Artist + Housing Collaborative	Dorchester Artist, LLC (847) 562-9400	Y	32	23	11/18/2014	6/24/2015	N
33 Gwendolyn Place	Legends-C3, LLC (847) 562-9400	Y	71	53	9/4/2015	6/20/2016	N
34 Plowfield Square	Plowfield Square, LLC (847) 562-9400	Y	42	37	4/2/2014	10/9/2014	N
35 Fox Prairie	Boreas, LLC (847) 562-9400	Y	40	40	10/28/2016	3/14/2017	N
36 Milwaukee Prosperity	Milwaukee Prosperity, LLC (847) 562-9400	Y	35	34	12/1/2015	8/30/2016	N
37 City Gardens	Maple Jack, LLC (847) 562-9400	Y	76	55	10/21/2016	6/30/2017	N
38 Park Place	PP Family, LLC (847) 562-9400	Y	78	78	1/28/2017	9/13/2017	N
39 Clybourn 1200	CLYDIV, LLC (847) 562-9400	Y	84	52	3/16/2017	1/31/2018	N
40 Phil B. Curls Manor (Cleveland Heights)	CHSB Apartments, LP (847) 562-9400	Y	54	54	3/11/2017	11/27/2017	N

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

1st PAGE  
 TOTAL: 2,988 2,761 LIHTC as % of Total Units 92%  
 v.01.01.21

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	Highlander Phase I	Highlander Phase I, LLC (847) 562-9400	Y	101	62	4/17/2018	7/30/2019	N
47	Pendleton Flats	Pendleton Flats KC, LLC (847) 562-9400	Y	30	24	9/26/2017	4/30/2018	N
48	Highland Green	Highland Green, LLC (847) 562-9400	Y	33	33	10/2/2017	4/11/2018	N
49	Villages of Westhaven	WHP Village, LLC (847) 562-9400	Y	200	145	12/31/2019	12/16/2019	N
50	Brewster-Hosmer RAD Conversion	Freeport RAD I, LLC (847) 562-9400	Y	167	167	1/1/2018	7/22/2019	N
51	McCrary Senior Apartments	McCrary Senior Apartments, LLC (847) 562-9400	Y	62	62	10/31/2018	11/12/2019	N
52	Thresholds RAD2	Thresholds RAD, LLC (847) 562-9400	Y	146	146	9/29/2019	No 8609 Yet	N
53	KLEO Art Residences	Brin Life Center, LLC (847) 562-9400	Y	58	49	7/8/2019	7/24/2020	N
54	Heather Gardens	Heather Gardens Limited Dividend Housing Association Limited Partnership (847) 562-9400	Y	79	63	4/24/2018	No 8609 Yet	N
55	Pendleton ArtsBlock	Pendleton Artsblock, LLC (847) 562-9400	Y	38	24	2018	No 8609 Yet	N
56	Quinlan Row	Century TH, LLC (847) 562-9400	Y	22	15	2018	No 8609 Yet	N
57	Quinlan Place	Century Apts, LLC (847) 562-9400	Y	57	39	2018	No 8609 Yet	N
58	4400 Grove	45th/Cottage, LLC (847) 562-9400	Y	84	59	2018	No 8609 Yet	N
59	Sheridan Station	Sheridan Station Apartments, LLC (847) 562-9400	Y	133	133	2018	No 8609 Yet	N
60	Frederick Ball	Quincy Ball, LLC (847) 562-9400	Y	65	52	2020	No 8609 Yet	N
61	Walnut Woods Rev Butler	Bloomington RAD II, L.P. (847) 562-9400	Y	116	116	2020	No 8609 Yet	N
62	Nobility Point	Highlander Phase III, LLC (847) 562-9400	Y	60	48	2/11/2021	No 8609 Yet	N
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2nd PAGE TOTAL: 1,451 1,237  
 GRAND TOTAL: 4,439 3,998

90% LIHTC as % of Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, L.P.

**INSTRUCTIONS:**

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Richard Sciortino Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Mahalia Place	43rd/State, LP (847) 562-9400	Y	110	98	11/8/2005	5/31/2006	N
2	Westhaven Park Tower (rental)	WHP Tower Rental, LLC (847) 562-9400	Y	34	34	6/23/2006	1/24/2007	N
3	Red Maple Grove Phase I	BRIndy - I, LP (847) 562-9400	Y	40	40	12/20/2005	12/18/2006	N
4	Douglass Square	Douglas Park, LP (847) 562-9400	Y	50	45	6/12/2006	5/23/2007	N
5	Keystone Place	Keystone Place, LP (847) 562-9400	Y	69	62	7/17/2007	6/27/2008	N
6	Hansberry Square	Dearborn Root, LP (847) 562-9400	Y	181	163	10/25/2007	6/9/2008	N
7	Westhaven Park Phase IIB	WHP-IIB, LLC (847) 562-9400	Y	127	97	7/1/2008	1/23/2009	N
8	Red Maple Grove Phase IIA	BRIndy - II, LP (847) 562-9400	Y	60	60	10/31/2007	8/14/2008	N
9	Florida House	Florida Urbana, LP (847) 562-9400	Y	120	120	1/1/2007	10/29/2007	N
10	Sunnycrest Manor	SunnyUrbana, LP (847) 562-9400	Y	101	101	1/1/2007	10/17/2007	N
11	Sunrise Apartments	SunMattoon, LP (847) 562-9400	Y	120	120	1/1/2007	3/19/2008	N
12	Anglers Manor	AnglersBloom, LP (847) 562-9400	Y	96	96	1/1/2007	10/29/2007	N
13	Red Maple Grove Phase IIB	Red Maple Grove, LP (847) 562-9400	Y	65	65	11/20/2008	10/2/2009	N
14	Coleman Place	Legends C-2, LLC (847) 562-9400	Y	118	118	2/25/2009	12/9/2009	N
15	Westhaven Park IIC	WHP-IIC, LLC (847) 562-9400	Y	92	92	5/5/2010	1/20/2011	N
16	Hopkins Place	Hopkins Place, A Wisconsin Limited Partnership (847) 562-9400	Y	56	56	10/14/2009	6/9/2010	N
17	Crystal View	Crystal View Townhomes, LP (847) 562-9400	Y	70	63	7/29/2010	11/16/2010	N
18	Savoy Square	Legends South A-2, LLC (847) 562-9400	Y	138	110	12/29/2010	9/19/2011	N
19	Heart and Hope Place	Heart and Hope Place Apartments, LLC (847) 562-9400	Y	24	24	12/29/2010	12/21/2011	N
20	Franklin Square	Franklin Square Apartments, LLC (847) 562-9400	Y	37	37	2/17/2011	12/8/2011	N
21	Hairpin Lofts	Hairpin Lofts, LLC (847) 562-9400	Y	28	25	10/28/2011	5/31/2012	N
22	Park Douglas	Ogden North, LLC (847) 562-9400	Y	137	110	3/15/2012	10/16/2012	N
23	Chatham Square	Brinlaf, LP (847) 562-9400	Y	89	89	3/30/2012	11/29/2012	N
24	Bluff Apartments	Bluff Apartments of Fort Madison, LP (847) 562-9400	Y	40	40	1/28/2011	2/27/2012	N
25	Park Apartments Redevelopment 2011	ParkR, LLC (847) 562-9400	Y	120	120	12/15/2011	9/13/2013	N
26	Century City	Century City Lofts, LLC (847) 562-9400	Y	37	37	7/20/2012	3/8/2013	N
27	Lindsay NSP	Lindsay NSP, LLC (847) 562-9400	Y	40	40	6/14/2013	12/5/2013	N
28	Ashland Place	Ashland Place, LP (847) 562-9400	Y	42	42	5/18/2013	11/18/2013	N
29	Emerson Square	Emsq, LLC (847) 562-9400	Y	32	28	9/30/2013	4/8/2014	N
30	Buffett Place	BT-Diplomat, LLC (847) 562-9400	Y	51	51	12/28/2013	11/20/2014	N
31	New Village Park	New Village Park Limited Dividend Housing Association Limited Partnership (847) 562-9400	Y	152	152	1/24/2014	9/16/2014	N
32	Dorchester Artist + Housing Collaborative	Dorchester Artist, LLC (847) 562-9400	Y	32	23	11/18/2014	6/24/2015	N
33	Gwendolyn Place	Legends-C3, LLC (847) 562-9400	Y	71	53	9/4/2015	6/20/2016	N
34	Plowfield Square	Plowfield Square, LLC (847) 562-9400	Y	42	37	4/2/2014	10/9/2014	N
35	Fox Prairie	Boreas, LLC (847) 562-9400	Y	40	40	10/28/2016	3/14/2017	N
36	Milwaukee Prosperity	Milwaukee Prosperity, LLC (847) 562-9400	Y	35	34	12/1/2015	8/30/2016	N
37	City Gardens	Maple Jack, LLC (847) 562-9400	Y	76	55	10/21/2016	6/30/2017	N
38	Park Place	PP Family, LLC (847) 562-9400	Y	78	78	1/28/2017	9/13/2017	N
39	Clybourn 1200	CLYDIV, LLC (847) 562-9400	Y	84	52	3/16/2017	1/31/2018	N
40	Phil B. Curis Manor (Cleveland Heights)	CHSB Apartments, LP (847) 562-9400	Y	54	54	3/11/2017	11/27/2017	N

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

1st PAGE TOTAL: 2,988 2,761 LIHTC as % of Total Units 92%

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	Highlander Phase I	Highlander Phase I, LLC (847) 562-9400	Y	101	62	4/17/2018	7/30/2019	N
47	Pendleton Flats	Pendleton Flats KC, LLC (847) 562-9400	Y	30	24	9/26/2017	4/30/2018	N
48	Highland Green	Highland Green, LLC (847) 562-9400	Y	33	33	10/2/2017	4/11/2018	N
49	Villages of Westhaven	WHP Village, LLC (847) 562-9400	Y	200	145	12/31/2019	12/16/2019	N
50	Brewster-Hosmer RAD Conversion	Freeport RAD I, LLC (847) 562-9400	Y	167	167	1/1/2018	7/22/2019	N
51	McCrary Senior Apartments	McCrary Senior Apartments, LLC (847) 562-9400	Y	62	62	10/31/2018	11/12/2019	N
52	Thresholds RAD2	Thresholds RAD, LLC (847) 562-9400	Y	146	146	9/29/2019	No 8609 Yet	N
53	KLEO Art Residences	Brin Life Center, LLC (847) 562-9400	Y	58	49	7/8/2019	7/24/2020	N
54	Heather Gardens	Heather Gardens Limited Dividend Housing Association Limited Partnership (847) 562-9400	Y	79	63	4/24/2018	No 8609 Yet	N
55	Pendleton ArtsBlock	Pendleton Artsblock, LLC (847) 562-9400	Y	38	24	2018	No 8609 Yet	N
56	Quinlan Row	Century TH, LLC (847) 562-9400	Y	22	15	2018	No 8609 Yet	N
57	Quinlan Place	Century Apts, LLC (847) 562-9400	Y	57	39	2018	No 8609 Yet	N
58	4400 Grove	45th/Cottage, LLC (847) 562-9400	Y	84	59	2018	No 8609 Yet	N
59	Sheridan Station	Sheridan Station Apartments, LLC (847) 562-9400	Y	133	133	2018	No 8609 Yet	N
60	Frederick Ball	Quincy Ball, LLC (847) 562-9400	Y	65	52	2020	No 8609 Yet	N
61	Walnut Woods Rev Butler	Bloomington RAD II, L.P. (847) 562-9400	Y	116	116	2020	No 8609 Yet	N
62	Nobility Point	Highlander Phase III, LLC (847) 562-9400	Y	60	48	2/11/2021	No 8609 Yet	N
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2nd PAGE TOTAL: 1,451 1,237  
 GRAND TOTAL: 4,439 3,998

90% LIHTC as % of  
 Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, LP.

**INSTRUCTIONS:**

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Mahalia Place	43rd/State, LP (847) 562-9400	Y	110	98	11/8/2005	5/31/2006	N
2 Westhaven Park Tower (rental)	WHP Tower Rental, LLC (847) 562-9400	Y	34	34	6/23/2006	1/24/2007	N
3 Red Maple Grove Phase I	BRIndy - I, LP (847) 562-9400	Y	40	40	12/20/2005	12/18/2006	N
4 Douglass Square	Douglas Park, LP (847) 562-9400	Y	50	45	6/12/2006	5/23/2007	N
5 Keystone Place	Keystone Place, LP (847) 562-9400	Y	69	62	7/17/2007	6/27/2008	N
6 Hansberry Square	Dearborn Root, LP (847) 562-9400	Y	181	163	10/25/2007	6/9/2008	N
7 Westhaven Park Phase IIB	WHP-IIB, LLC (847) 562-9400	Y	127	97	7/1/2008	1/23/2009	N
8 Red Maple Grove Phase IIA	BRIndy - II, LP (847) 562-9400	Y	60	60	10/31/2007	8/14/2008	N
9 Florida House	Florida Urbana, LP (847) 562-9400	Y	120	120	1/1/2007	10/29/2007	N
10 Sunnycrest Manor	SunnyUrbana, LP (847) 562-9400	Y	101	101	1/1/2007	10/17/2007	N
11 Sunrise Apartments	SunMattoon, LP (847) 562-9400	Y	120	120	1/1/2007	3/19/2008	N
12 Anglers Manor	AnglersBloom, LP (847) 562-9400	Y	96	96	1/1/2007	10/29/2007	N
13 Red Maple Grove Phase IIB	Red Maple Grove, LP (847) 562-9400	Y	65	65	11/20/2008	10/2/2009	N
14 Coleman Place	Legends C-2, LLC (847) 562-9400	Y	118	118	2/25/2009	12/9/2009	N
15 Westhaven Park IIC	WHP-IIC, LLC (847) 562-9400	Y	92	92	5/5/2010	1/20/2011	N
16 Hopkins Place	Hopkins Place, A Wisconsin Limited Partnership (847) 562-9400	Y	56	56	10/14/2009	6/9/2010	N
17 Crystal View	Crystal View Townhomes, LP (847) 562-9400	Y	70	63	7/29/2010	11/16/2010	N
18 Savoy Square	Legends South A-2, LLC (847) 562-9400	Y	138	110	12/29/2010	9/19/2011	N
19 Heart and Hope Place	Heart and Hope Place Apartments, LLC (847) 562-9400	Y	24	24	12/29/2010	12/21/2011	N
20 Franklin Square	Franklin Square Apartments, LLC (847) 562-9400	Y	37	37	2/17/2011	12/8/2011	N
21 Hairpin Lofts	Hairpin Lofts, LLC (847) 562-9400	Y	28	25	10/28/2011	5/31/2012	N
22 Park Douglas	Ogden North, LLC (847) 562-9400	Y	137	110	3/15/2012	10/16/2012	N
23 Chatham Square	Brinlaf, LP (847) 562-9400	Y	89	89	3/30/2012	11/29/2012	N
24 Bluff Apartments	Bluff Apartments of Fort Madison, LP (847) 562-9400	Y	40	40	1/28/2011	2/27/2012	N
25 Park Apartments Redevelopment 2011	ParkR, LLC (847) 562-9400	Y	120	120	12/15/2011	9/13/2013	N
26 Century City	Century City Lofts, LLC (847) 562-9400	Y	37	37	7/20/2012	3/8/2013	N
27 Lindsay NSP	Lindsay NSP, LLC (847) 562-9400	Y	40	40	6/14/2013	12/5/2013	N
28 Ashland Place	Ashland Place, LP (847) 562-9400	Y	42	42	5/18/2013	11/18/2013	N
29 Emerson Square	Emsq, LLC (847) 562-9400	Y	32	28	9/30/2013	4/8/2014	N
30 Buffett Place	BT-Diplomat, LLC (847) 562-9400	Y	51	51	12/28/2013	11/20/2014	N
31 New Village Park	New Village Park Limited Dividend Housing Association Limited Partnership (847) 562-9400	Y	152	152	1/24/2014	9/16/2014	N
32 Dorchester Artist + Housing Collaborative	Dorchester Artist, LLC (847) 562-9400	Y	32	23	11/18/2014	6/24/2015	N
33 Gwendolyn Place	Legends-C3, LLC (847) 562-9400	Y	71	53	9/4/2015	6/20/2016	N
34 Plowfield Square	Plowfield Square, LLC (847) 562-9400	Y	42	37	4/2/2014	10/9/2014	N
35 Fox Prairie	Boreas, LLC (847) 562-9400	Y	40	40	10/28/2016	3/14/2017	N
36 Milwaukee Prosperity	Milwaukee Prosperity, LLC (847) 562-9400	Y	35	34	12/1/2015	8/30/2016	N
37 City Gardens	Maple Jack, LLC (847) 562-9400	Y	76	55	10/21/2016	6/30/2017	N
38 Park Place	PP Family, LLC (847) 562-9400	Y	78	78	1/28/2017	9/13/2017	N
39 Clybourn 1200	CLYDIV, LLC (847) 562-9400	Y	84	52	3/16/2017	1/31/2018	N
40 Phil B. Curls Manor (Cleveland Heights)	CHSB Apartments, LP (847) 562-9400	Y	54	54	3/11/2017	11/27/2017	N

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

1st PAGE  
 TOTAL: 2,988 2,761 LIHTC as % of Total Units 92%  
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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	Highlander Phase I	Highlander Phase I, LLC (847) 562-9400	Y	101	62	4/17/2018	7/30/2019	N
47	Pendleton Flats	Pendleton Flats KC, LLC (847) 562-9400	Y	30	24	9/26/2017	4/30/2018	N
48	Highland Green	Highland Green, LLC (847) 562-9400	Y	33	33	10/2/2017	4/11/2018	N
49	Villages of Westhaven	WHP Village, LLC (847) 562-9400	Y	200	145	12/31/2019	12/16/2019	N
50	Brewster-Hosmer RAD Conversion	Freeport RAD I, LLC (847) 562-9400	Y	167	167	1/1/2018	7/22/2019	N
51	McCrary Senior Apartments	McCrary Senior Apartments, LLC (847) 562-9400	Y	62	62	10/31/2018	11/12/2019	N
52	Thresholds RAD2	Thresholds RAD, LLC (847) 562-9400	Y	146	146	9/29/2019	No 8609 Yet	N
53	KLEO Art Residences	Brin Life Center, LLC (847) 562-9400	Y	58	49	7/8/2019	7/24/2020	N
54	Heather Gardens	Heather Gardens Limited Dividend Housing Association Limited Partnership (847) 562-9400	Y	79	63	4/24/2018	No 8609 Yet	N
55	Pendleton ArtsBlock	Pendleton Artsblock, LLC (847) 562-9400	Y	38	24	2018	No 8609 Yet	N
56	Quinlan Row	Century TH, LLC (847) 562-9400	Y	22	15	2018	No 8609 Yet	N
57	Quinlan Place	Century Apts, LLC (847) 562-9400	Y	57	39	2018	No 8609 Yet	N
58	4400 Grove	45th/Cottage, LLC (847) 562-9400	Y	84	59	2018	No 8609 Yet	N
59	Sheridan Station	Sheridan Station Apartments, LLC (847) 562-9400	Y	133	133	2018	No 8609 Yet	N
60	Frederick Ball	Quincy Ball, LLC (847) 562-9400	Y	65	52	2020	No 8609 Yet	N
61	Walnut Woods Rev Butler	Bloomington RAD II, L.P. (847) 562-9400	Y	116	116	2020	No 8609 Yet	N
62	Nobility Point	Highlander Phase III, LLC (847) 562-9400	Y	60	48	2/11/2021	No 8609 Yet	N
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2nd PAGE TOTAL: 1,451 1,237  
 GRAND TOTAL: 4,439 3,998

90% LIHTC as % of  
 Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, L.P.

**INSTRUCTIONS:**

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: David Brint Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Mahalia Place	43rd/State, LP (847) 562-9400	Y	110	98	11/8/2005	5/31/2006	N
2 Westhaven Park Tower (rental)	WHP Tower Rental, LLC (847) 562-9400	Y	34	34	6/23/2006	1/24/2007	N
3 Red Maple Grove Phase I	BRIndy - I, LP (847) 562-9400	Y	40	40	12/20/2005	12/18/2006	N
4 Douglass Square	Douglas Park, LP (847) 562-9400	Y	50	45	6/12/2006	5/23/2007	N
5 Keystone Place	Keystone Place, LP (847) 562-9400	Y	69	62	7/11/2007	6/27/2008	N
6 Hansberry Square	Dearborn Root, LP (847) 562-9400	Y	181	163	10/25/2007	6/9/2008	N
7 Westhaven Park Phase IIB	WHP-IIB, LLC (847) 562-9400	Y	127	97	7/1/2008	1/23/2009	N
8 Red Maple Grove Phase IIA	BRIndy - II, LP (847) 562-9400	Y	60	60	10/31/2007	8/14/2008	N
9 Florida House	Florida Urbana, LP (847) 562-9400	Y	120	120	1/1/2007	10/29/2007	N
10 Sunnycrest Manor	SunnyUrbana, LP (847) 562-9400	Y	101	101	1/1/2007	10/17/2007	N
11 Sunrise Apartments	SunMattoon, LP (847) 562-9400	Y	120	120	1/1/2007	3/19/2008	N
12 Anglers Manor	AnglersBloom, LP (847) 562-9400	Y	96	96	1/1/2007	10/29/2007	N
13 Red Maple Grove Phase IIB	Red Maple Grove, LP (847) 562-9400	Y	65	65	11/20/2008	10/2/2009	N
14 Coleman Place	Legends C-2, LLC (847) 562-9400	Y	118	118	2/25/2009	12/9/2009	N
15 Westhaven Park IIC	WHP-IIC, LLC (847) 562-9400	Y	92	92	5/5/2010	1/20/2011	N
16 Hopkins Place	Hopkins Place, A Wisconsin Limited Partnership (847) 562-9400	Y	56	56	10/14/2009	6/9/2010	N
17 Crystal View	Crystal View Townhomes, LP (847) 562-9400	Y	70	63	7/29/2010	11/16/2010	N
18 Savoy Square	Legends South A-2, LLC (847) 562-9400	Y	138	110	12/29/2010	9/19/2011	N
19 Heart and Hope Place	Heart and Hope Place Apartments, LLC (847) 562-9400	Y	24	24	12/29/2010	12/21/2011	N
20 Franklin Square	Franklin Square Apartments, LLC (847) 562-9400	Y	37	37	2/17/2011	12/8/2011	N
21 Hairpin Lofts	Hairpin Lofts, LLC (847) 562-9400	Y	28	25	10/28/2011	5/31/2012	N
22 Park Douglas	Ogden North, LLC (847) 562-9400	Y	137	110	3/15/2012	10/16/2012	N
23 Chatham Square	Brinlaf, LP (847) 562-9400	Y	89	89	3/30/2012	11/29/2012	N
24 Bluff Apartments	Bluff Apartments of Fort Madison, LP (847) 562-9400	Y	40	40	1/28/2011	2/27/2012	N
25 Park Apartments Redevelopment 2011	ParkR, LLC (847) 562-9400	Y	120	120	12/15/2011	9/13/2013	N
26 Century City	Century City Lofts, LLC (847) 562-9400	Y	37	37	7/20/2012	3/8/2013	N
27 Lindsay NSP	Lindsay NSP, LLC (847) 562-9400	Y	40	40	6/14/2013	12/5/2013	N
28 Ashland Place	Ashland Place, LP (847) 562-9400	Y	42	42	5/18/2013	11/18/2013	N
29 Emerson Square	Emsq, LLC (847) 562-9400	Y	32	28	9/30/2013	4/8/2014	N
30 Buffett Place	BT-Diplomat, LLC (847) 562-9400	Y	51	51	12/28/2013	11/20/2014	N
31 New Village Park	New Village Park Limited Dividend Housing Association Limited Partnership (847) 562-9400	Y	152	152	1/24/2014	9/16/2014	N
32 Dorchester Artist + Housing Collaborative	Dorchester Artist, LLC (847) 562-9400	Y	32	23	11/18/2014	6/24/2015	N
33 Gwendolyn Place	Legends-C3, LLC (847) 562-9400	Y	71	53	9/4/2015	6/20/2016	N
34 Plowfield Square	Plowfield Square, LLC (847) 562-9400	Y	42	37	4/2/2014	10/9/2014	N
35 Fox Prairie	Boreas, LLC (847) 562-9400	Y	40	40	10/28/2016	3/14/2017	N
36 Milwaukee Prosperity	Milwaukee Prosperity, LLC (847) 562-9400	Y	35	34	12/1/2015	8/30/2016	N
37 City Gardens	Maple Jack, LLC (847) 562-9400	Y	76	55	10/21/2016	6/30/2017	N
38 Park Place	PP Family, LLC (847) 562-9400	Y	78	78	1/28/2017	9/13/2017	N
39 Clybourn 1200	CLYDIV, LLC (847) 562-9400	Y	84	52	3/16/2017	1/31/2018	N
40 Phil B. Curls Manor (Cleveland Heights)	CHSB Apartments, LP (847) 562-9400	Y	54	54	3/11/2017	11/27/2017	N

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

1st PAGE  
**TOTAL:** 2,988 2,761  
 LIHTC as % of  
 92% Total Units  
 v.01.01.21

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	Highlander Phase I	Highlander Phase I, LLC (847) 562-9400	Y	101	62	4/17/2018	7/30/2019	N
47	Pendleton Flats	Pendleton Flats KC, LLC (847) 562-9400	Y	30	24	9/26/2017	4/30/2018	N
48	Highland Green	Highland Green, LLC (847) 562-9400	Y	33	33	10/2/2017	4/11/2018	N
49	Villages of Westhaven	WHP Village, LLC (847) 562-9400	Y	200	145	12/31/2019	12/16/2019	N
50	Brewster-Hosmer RAD Conversion	Freeport RAD I, LLC (847) 562-9400	Y	167	167	1/1/2018	7/22/2019	N
51	McCrary Senior Apartments	McCrary Senior Apartments, LLC (847) 562-9400	Y	62	62	10/31/2018	11/12/2019	N
52	Thresholds RAD2	Thresholds RAD, LLC (847) 562-9400	Y	146	146	9/29/2019	No 8609 Yet	N
53	KLEO Art Residences	Brin Life Center, LLC (847) 562-9400	Y	58	49	7/8/2019	7/24/2020	N
54	Heather Gardens	Heather Gardens Limited Dividend Housing Association Limited Partnership (847) 562-9400	Y	79	63	4/24/2018	No 8609 Yet	N
55	Pendleton ArtsBlock	Pendleton Artsblock, LLC (847) 562-9400	Y	38	24	2018	No 8609 Yet	N
56	Quinlan Row	Century TH, LLC (847) 562-9400	Y	22	15	2018	No 8609 Yet	N
57	Quinlan Place	Century Apts, LLC (847) 562-9400	Y	57	39	2018	No 8609 Yet	N
58	4400 Grove	45th/Cottage, LLC (847) 562-9400	Y	84	59	2018	No 8609 Yet	N
59	Sheridan Station	Sheridan Station Apartments, LLC (847) 562-9400	Y	133	133	2018	No 8609 Yet	N
60	Frederick Ball	Quincy Ball, LLC (847) 562-9400	Y	65	52	2020	No 8609 Yet	N
61	Walnut Woods Rev Butler	Bloomington RAD II, L.P. (847) 562-9400	Y	116	116	2020	No 8609 Yet	N
62	Nobility Point	Highlander Phase III, LLC (847) 562-9400	Y	60	48	2/11/2021	No 8609 Yet	N
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2nd PAGE TOTAL: 1,451 1,237  
 GRAND TOTAL: 4,439 3,998

90% LIHTC as % of Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: TL Development, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* Y  
Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, L.P.

**INSTRUCTIONS:**

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Todd Oliver Lieberman Trust Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 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"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Todd Lieberman Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* Yes  
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Erika Ann Saleski Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N  
Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, L.P.

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB





**BYLAWS OF**  
**BANC OF AMERICA COMMUNITY DEVELOPMENT CORPORATION**

**ARTICLE I**  
**MEETINGS OF STOCKHOLDERS**

Section 1.1 Annual Meeting. Unless a different date is designated by the Board of Directors, or unless action is taken without a meeting by consent of the stockholders, the annual meeting of the stockholders for the election of directors and the transaction of any business within the powers of the Corporation shall be held on the fourth Wednesday in April at the principal place of business of the Corporation or any other convenient place the Board of Directors may designate.

Section 1.2 Action Without Meeting. Action required or permitted to be taken at a stockholders' meeting may be taken without a meeting and without action by the Board of Directors if the action is taken by all the shareholders entitled to vote on the matter.

**ARTICLE II**  
**BOARD OF DIRECTORS**

Section 2.1 General Powers. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors.

Section 2.2 Number and Election. The Board of Directors shall consist of one or more directors, the exact number to be determined by the incorporator, and thereafter from time to time by the Board or by the stockholders. Directors shall hold office until their resignation, removal, retirement, death, disqualification, or until their successor is elected and has qualified.

Section 2.3 Vacancies. Any vacancy occurring on the Board of Directors, including a vacancy resulting from an increase in the number of directors, may be filled by action of the stockholders or by the affirmative vote of a majority of the remaining directors though such majority be less than a quorum of the Board.

Section 2.4 Regular Meetings. The Board of Directors may hold a regular meeting at such time and place as the Board may from time to time determine. Regular meetings may be held without notice.

Section 2.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, the Secretary, or any director. Notice of the time and place of each special meeting shall be given orally or in writing to each director in advance of the meeting. Any director may waive notice of any meeting, and attendance at or participation in any meeting shall constitute a waiver of notice of such meeting unless the director objects at the

beginning of the meeting, or promptly upon arrival, to holding it or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

**Section 2.6 Quorum.** A majority of the number of directors determined under these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present, a majority of those in attendance may adjourn the meeting from time to time until a quorum is obtained, or may adjourn sine die.

**Section 2.7 Action By Written Consent.** Unless otherwise restricted by the certificate of incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the board of directors may be taken without a meeting if all members of the board consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board.

### **ARTICLE III** **COMMITTEES**

**Section 3.1 Membership.** Except for those duties which by law or regulation must be performed by at least a majority of the full Board of Directors, the performance of such duties as the Board deems appropriate may be assigned to one or more committees. Each committee shall have the authority of the Board to the full extent provided in these Bylaws or as otherwise determined by the Board. Except as otherwise provided in these Bylaws, membership of each committee shall be established from time to time by the Board of Directors. All members of committees shall serve at the pleasure of the Board of Directors.

**Section 3.2 Notice.** Unless a committee shall provide otherwise, it shall not be necessary to give notice of any of its regular meetings. Special meetings may be held on call by the chairman of the committee, or any two members of the committee, or in such manner as provided in these Bylaws for calling special meetings of the Board of Directors.

**Section 3.3. Compensation and Management Compensation Committees.** Notwithstanding any other provision of these Bylaws, the Compensation Committee and the Management Compensation Committee of Bank of America Corporation shall have full and complete authority to act for and on behalf of the Board of Directors of this Corporation in the exercise of the authority of the Board with respect to employment and compensation matters.

**Section 3.4 Action By Written Consent.** Any action that may be taken at a meeting of a committee of the Board of Directors may also be taken without a meeting in accordance with the procedures applicable to actions taken by the full Board.

### **ARTICLE IV** **OFFICERS**

**Section 4.1 Officers.** The officers of the Corporation may include a President, a Secretary, a Treasurer and such other officers as appointed, from time to time, by the Board of Directors or in accordance with the authority vested under Section 3.3 of these Bylaws.

Additionally, the President shall have the power to appoint and to delegate the power to appoint such officers as the President may deem appropriate.

Section 4.2 Term. Each officer of the Corporation shall serve at the pleasure of the Board of Directors, and the Board may remove any officer at any time with or without cause. Any officer, if appointed by a committee of the Corporation or by another officer of the Corporation, may likewise be removed by such committee or an officer of the Corporation.

Section 4.3 Authority and Duties. All officers of the Corporation shall have such authority and perform such duties in the management of the property and affairs of the Corporation as generally pertain to their respective offices, as well as such authority and duties as may be determined by the Board of Directors, a committee of the Corporation, or the President.

Section 4.4 Employees Other Than Officers. Subject to the authority of the Board of Directors, a committee of the Corporation, the President, or any Corporation officer authorized by such Committee or the President, may employ such agents and employees other than officers as such Committee or officer may deem advisable for the prompt and orderly transaction of the business of the Corporation, define their duties, fix their compensation and dismiss them.

## ARTICLE V CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 5.1 Form and Signatures. Shares of the Corporation may but need not be represented by certificates. Any certificates evidencing shares of the Corporation shall be signed by the President or an Executive Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, or any other officers authorized by a resolution of the Board of Directors, and may but need not be sealed by the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles.

Section 5.2 Transfer of Shares. Assignment or transfer of shares of the Corporation shall be made only on the books of the Corporation, and any assignment or transfer shall be made at the direction of the holder of record thereof or by the legal representative of the holder of record.

## ARTICLE VI GENERAL PROVISIONS

Section 6.1 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, master agreements, swap agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Corporation by the President, any Executive Vice President, any Senior Vice President, any Vice President, or any Assistant Vice President of the Corporation, or such other officers, employees or agents as the

Board of Directors or any of such designated officers or individuals may direct. The provisions of this Section are supplementary to any other provision of these Bylaws.

**Section 6.2 Shares of Other Corporations.** The President, any Executive Vice President, any Senior Vice President, the Secretary, the Treasurer, or such other officers, employees or agents as the Board of Directors or such designated officers may direct are authorized to vote, represent and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporations or associations standing in the name of the Corporation. The authority herein granted to said individual to vote or represent on behalf of the Corporation any and all shares held by the Corporation in any other corporations or associations may be exercised either by the individual in person or by any duly executed proxy or power of attorney.

**Section 6.3 Seal.** The Secretary, an Assistant Secretary, or any person authorized to execute instruments in accordance with Section 6.1 shall have the authority to affix any corporate seal, or a facsimile thereof, to any document requiring a seal and to attest the same. Affixing the seal is not necessary to make the execution of any document effective or binding.

**Section 6.4 Electronic Meetings.** Subject to the requirements of these Bylaws or the Corporation's charter for notice of meetings, shareholders, members of the Board of Directors, or members of any committee designated by such Board, may participate in and hold a meeting of such shareholders, Board of Directors, or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear or otherwise communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 6.5 Fiscal Year.** The fiscal year of the Corporation shall end on December 31 of each year.

**Section 6.6 Amendments.** These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board of Directors or by the stockholders, but Bylaws made by the stockholders may prescribe that any Bylaws adopted by them shall not be altered, amended or repealed by the Board of Directors.

Banc of America Community Development Corporation

Brian L. Heide	President
Paul R. Pitlyk	Credit Risk Management Executive
Joni Pesta	Treasurer
Susan Bogicevic	Secretary
Christine Costamagna	Assistant Secretary
William McNairy	Senior Vice President / Tax Officer
Tonja L. Adams	Senior Vice President
Charmaine Atherton	Senior Vice President
Nicole Baldon	Senior Vice President
Stephanie Barrett	Senior Vice President
Maria F. Barry	Senior Vice President
Iris Y. Bashein	Senior Vice President
Regina S. Bender	Senior Vice President
Kasia J. Blechschmidt	Senior Vice President
Judith L. Boswell	Senior Vice President
Amy Brusiloff	Senior Vice President
Scott K. Catton	Senior Vice President
Casey M. Carpenter	Senior Vice President
Michael E. Clarke	Senior Vice President
Franklin D. Cook	Senior Vice President
Barbara Colter	Senior Vice President
José Luis de la Rosa	Senior Vice President
Daniel E. Devin	Senior Vice President
Susan Valerie Greene	Senior Vice President
Kathryn D. Hanifan	Senior Vice President
Kimberly A. (Kim) McLaughlin	Senior Vice President
Susan M. Leahy	Senior Vice President
Daniel Letendre	Senior Vice President
Trish Marinilli	Senior Vice President
Todd McCain	Senior Vice President
Melissa McCormack	Senior Vice President
Sylvia Monsivais	Senior Vice President
John Panno	Senior Vice President
Debra C. Parker	Senior Vice President
Maurice L. Perry	Senior Vice President
Michael K. Petty	Senior Vice President
Eileen M. Pope	Senior Vice President
Karen Purcell	Senior Vice President
Claudia B. Robinson	Senior Vice President
Tangee Kearney Rodriguez	Senior Vice President
Laura E. Sheehan	Senior Vice President
Ekaterina A. Shirley	Senior Vice President
Cassandra Silvernail	Senior Vice President
William Song	Senior Vice President
Joseph Siu	Senior Vice President
Christopher N. Sotir	Senior Vice President
Tracy Sullivan	Senior Vice President
Brian K. Tracey	Senior Vice President
Andrea Ursillo	Senior Vice President

Joseph B. Veneracion	Senior Vice President
Larry D. West	Senior Vice President
Susan C. Winstead	Senior Vice President
Zammy Arcos	Vice President
Jill Whitney Amero	Vice President
John-Paul Campbell	Vice President
Adam Cray	Vice President
Jennifer Gil Photopoulos	Vice President
Milica Kazic-Andretta	Vice President
Joanna Yi Lun Lee	Vice President
Mary Margaret Licisyn	Vice President
Will Lanier	Vice President
Susan S. McDaniel	Vice President
Rashida McGhie	Vice President
Raji Narayanan	Vice President
Chuong (Jack) Pham	Vice President
Brian Pilcher	Vice President
John M. Pool	Vice President
Binyamin E. Rosenbaum	Vice President
Shanna Sun	Vice President
Jon Watkins	Vice President
Carolyn Y. White	Vice President
Pascale Andre	Assistant Vice President
Lisa Awaya	Assistant Vice President
Sarah Burkett	Assistant Vice President
Justin Lichtman	Assistant Vice President
Madison Marasca	Assistant Vice President
Karen Morin	Assistant Vice President

# List of LIHTC Developments (Schedule A)



Development Name: Block 17 Apartments  
 Name of Applicant: Block 17, L.P.

**INSTRUCTIONS:**

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Maurice Perry Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* N  
Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB



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Site Control  
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(MANDATORY)

## **LEASE OPTION AGREEMENT**

**THIS LEASE OPTION AGREEMENT** (“Option”), made this 12<sup>th</sup> day of March, 2021, between **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter called “Lessor,” and **BLOCK 17, LP**, a Virginia limited partnership, hereinafter called “Lessee,”

### **WITNESSETH THAT:**

**WHEREAS**, Lessor holds fee simple title to certain real estate and certain contractual rights to receive a donation of land (“City Parcels”) owned by the City of Norfolk (“City”) located in the City of Norfolk, Virginia, more particularly described on Exhibit A attached hereto and made a part hereof (“NRHA Parcels,” and together with the City Parcels, the “Property”); and

**WHEREAS**, Lessee desires an option to ground lease from Lessor the Property and construct on the Property a multi-family apartment complex primarily for persons of low or moderate income (the “Project”) and may include other commercial, retail or community uses on the Property; and

**WHEREAS**, Lessor is willing to grant the option on the terms hereafter set forth; and

**WHEREAS**, the Lessee desires to obtain an allocation of federal low income housing tax credits (“Tax Credits”) for the Project from Virginia Housing Development Authority (“VHDA”); and

**WHEREAS**, Lessor and Lessee enter into this Option to provide the Lessee with the right to ground lease the Property and to memorialize the terms on which the parties will enter into such Ground Lease.

**NOW, THEREFORE**, for and in consideration of the sum of One Hundred Dollars (\$100.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby grants to Lessee the exclusive option and right to ground lease the Property, upon the following terms:

1. **Duration of Option**: This Option creates a binding contract requiring Lessor to ground lease the Property to Lessee in the event Lessee exercises the option during the period commencing on the date hereof and ending on June 30, 2022 (the “Option Period”). In the event the Lessee shall not have exercised the Option by June 30, 2022, this Option shall on that date then terminate. The Lessor has certain rights to acquire the City Parcels pursuant to that certain Cooperation Agreement executed as of March 12, 2021 (the “Cooperation Agreement”) and attached hereto as Exhibit B. Upon the exercise of this Option by the Lessee, the Lessor agrees to promptly deliver its written request and exercise its option pursuant to Section 1 of the Cooperation Agreement. The Lessor shall promptly provide the Lessee with copies of any notices it receives or delivers pursuant to the Cooperation Agreement. At all times during the Option Period, Lessee, its

agents, contractors, engineers, surveyors, attorneys, representatives and employees shall have the right, at its sole cost and expense, at any time and from time to time to conduct such due diligence investigations as Lessee may deem appropriate and, in connection therewith, shall have the right to, enter into or upon the Property to conduct and make any and all studies, tests, examinations, inspections and investigations of or concerning the Property (including, without limitation, engineering studies, soil tests, surveys, including topographical surveys and environmental assessments) and to confirm any and all matters which Lessee may desire to confirm with respect to the Property. Lessee agrees to hold harmless, protect, defend, and indemnify, and hereby releases Lessor, its employees, commissioners, agents and representatives from and against any and all claims, demands, causes of action, losses, liabilities, liens, encumbrances, costs, or expenses for property damage or bodily injury (including death) (collectively, "Liabilities") arising out of, connected with, or incidental to activities conducted on the Property by Lessee, its agents, representatives or contractors; provided, however, the preceding obligation of Lessee shall not apply to any Liabilities arising out of, connected with, or incidental to, in whole or in part, (1) pre-existing conditions of the Property, (2) the information generated by or from Lessee's due diligence investigations, to include, without limitation, response costs, regulatory action, tort claims, or diminution in the value of the Property, and/or (3) the negligent, reckless, or willful act(s) or omission(s) of Lessor. Lessee shall at its sole cost and expense, repair any damage to the Property resulting from Lessee's activities.

2. **Exercise of Option:** This Option may be exercised by Lessee's delivering to Lessor a written notice expressly exercising the Option before the expiration of the Option Period. Upon receipt of such notice, Lessor will prepare and present to Lessee a ground lease (the "Ground Lease"), so as to have such contract fully executed by both parties. The Ground Lease will have a term of ninety-nine (99) years. The Option is irrevocable for the duration of the Option Period. The Option will expire if the notice of exercise is not delivered to Lessor before the end of the Option Period. If the option is exercised, the consideration for the lease of the Property shall be One Hundred Dollars and No Cents (\$100.00), unless the Lessee and Lessor agree to another payment of rent under a ground lease.

3. **Option Payment:** Lessee has paid Lessor the sum of \$100.00 in consideration for this Option. Upon execution of a Ground Lease, the \$100.00 option money will be credited against the Lessee's first payment due under the Ground Lease. The option money shall be returned to Lessee if the failure to enter into a Ground Lease is not the choice or fault of the Lessee.

4. **Lessor's right during Option Period.** Except as specifically provided under the Cooperation Agreement, the Lessor makes no representations or warranties with respect to the City Parcels. During the Option Period the Lessor shall have the right to use the Property, or permit any other person or entity to use the Property, for any purpose not inconsistent with the rights of Lessee hereunder. Lessor agrees that, at all times during the Option Period, it shall not use the Property, or allow the Property to be used, in any way that would further degrade the environmental condition of the Property or otherwise materially increase Lessee's cost to develop the Project. Lessor covenants and agrees that, until the expiration of the Option Period, Lessor will not market, lease, sell or convey the Property or any part thereof to any other party, it being understood that Lessee shall have

the exclusive rights to lease the Property from Lessor until the expiration of the Option Period or the Lessee's exercise of this Option.

5. **Terms of Ground Lease.** The parties agree that the following constitute the material terms to be included in the Ground Lease:

- a. The Ground Lease shall have a term of ninety-nine (99) years, as set forth in Section 2 above.
- b. The commencement date of the Ground Lease shall be the earlier of (i) the date established by Lessee at the time of exercise of its Option hereunder, or (ii) December 31, 2022, upon which date Lessor shall deliver exclusive possession of the Property to Lessee.
- c. The annual rent for the Ground Lease shall be \$1.00, which shall be paid by Lessee to Lessor in advance on or before the first day of each calendar year.
- d. Lessor agrees to deliver the Property on the commencement date of the Ground Lease with good and marketable title, free of tenancies (other than as created by the Ground Lease) and free of monetary liens.
- e. Lessee shall own all buildings and other depreciable improvements (the "Improvements") constructed on the Property by Lessee, title to which shall automatically convey to the Lessor upon expiration or earlier termination of the Ground Lease.
- f. The Ground Lease shall contain such terms as may be required by VHDA, or customarily required by senior leasehold lenders such as Freddie Mac, Fannie Mae, or HUD-FHA, and/or are customarily required by tax credit investors.
- g. The Ground Lease shall contain such terms as may be required to comply with Section 42 of the Internal Revenue Code, and such terms as are customarily required by commercial lenders providing financing where the payment obligation is secured by a leasehold interest.

6. **Restrictive Covenants:** It is hereby specified that, as a part of the consideration for the Ground Lease of the subject property, the land will be ground leased expressly subject to certain covenants, restrictions, limitations and conditions, which will at the time of Ground Lease be imposed as covenants running with and binding upon the land, and which will provide generally as follows:

- a. The Property shall not be used for industrial purposes but shall be used for residential and commercial purposes only.

- b. There shall not be effected or executed any agreement, lease, covenant, conveyance or other instrument whereby the sale, lease or occupancy of the Property is restricted upon the basis of race, creed, color, religion, sex, national origin, disability or familial status.
- c. The Lessee shall comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed, color, religion, sex, national origin, disability or familial status in the sale, lease, or occupancy of the Property.
- d. The Lessee agrees on behalf of itself, its successors and assigns, not to discriminate upon the basis of race, creed, color, religion, sex, national origin, disability or familial status in the sale, lease, rental, use or occupancy of the Property or any improvements thereon. This covenant being given for the benefit of the public, the United States is expressly recognized as a beneficiary thereof and is entitled to enforce it for its own benefit or that of the public.
- e. [Reserved.]
- f. No sign or fence shall be permitted on or within the perimeter of the Property without first obtaining the written permission of the City of Norfolk Planning Department.
- g. The construction of, and finishes to, and amenities available to each residential unit in the Project shall be of the same quality.
- h. The pervious areas of the Project shall be maintained in good order and repair in accordance with approved plans for the Project. Upon default of such maintenance or upkeep, Lessee, and its successors and assigns, agree that the necessary maintenance and upkeep may be done by Lessor at the expense of Lessee, or his successors and assigns, from time to time and in keeping with this covenant.
- i. Parking areas, driveways and other vehicular access ways will be hard-surfaced with material of concrete, bituminous or similar composition.
- j. The Lessee agrees, on behalf of itself, its successors and assigns, that all buildings located on the Property and their appurtenant premises will be maintained in a sound condition and neat appearance. Necessary repairs, maintenance and upkeep will be performed so as to preserve the attractive appearance, the physical integrity and the sanitary and safe condition of the buildings. Upon default in such

repairs, maintenance or upkeep, Lessee, and its successors and assigns, agree that the necessary repairs, maintenance and upkeep may be done by Lessor at the expense of Lessee, or its successors and assigns, from time to time and in keeping with this covenant.

7. **Notices:** Any notice, demand or request by either party hereto to the other shall be deemed to be given if and when posted in the U.S. Mails by registered mail, postage prepaid, addressed as follows:

**If to Lessor:**

Norfolk Redevelopment and Housing Authority  
555 E. Main Street  
Norfolk, Virginia 23510  
Attn: Ronald Jackson

With a copy to:

Delphine Carnes Law Group, PLC  
101 W. Main Street, Suite 440  
Norfolk, VA 23510  
Attn: Delphine G. Carnes, Esq.

**If to Lessee:**

Block 17, LP  
c/o Brinshore Development, L.L.C.  
666 Dundee Road, Suite 1102  
Northbrook, Illinois 60062  
Attn: Richard J. Sciortino

With a copy to:

c/o Bank of America Community Development Corporation  
DC1-842-04-02  
1800 K Street, NW, 4th Floor  
Washington, DC 20006  
Attn: Maurice Perry

With a copy to:

Klein Hornig LLP  
1325 G Street NW, Suite 700  
Washington, D.C., 20005  
Attn: Erik T. Hoffman, Esq.

8. **Assignment of Option:** This Option is not freely assignable. Lessee may assign the

Option only to a subsidiary or affiliate of Lessee, and then only **a)** upon giving written notice to the Lessor, **b)** upon obtaining Lessor's written consent to the assignment, and **c)** provided that Assignee shall retain underlying responsibility for performing the obligations of the Lessee.

9. **Recordation of Option:** This Option or a memorandum of the terms hereof may be recorded by the Lessor or the Lessee in the land records of the City of Norfolk.

10. **Applicable Law:** The interpretation and enforcement of this Option and any similar contracts entered into between Lessee and Lessor shall be governed by the laws of the Commonwealth of Virginia.

[Remainder of Page Left Intentionally Blank]

WITNESS the following signatures and seals on the day and year first above written.

**LESSOR:**

**NORFOLK REDEVELOPMENT  
AND HOUSING AUTHORITY,**


a political subdivision of the Commonwealth of Virginia

By   
Name: Ronald Jackson  
Title: Executive Director

**COMMONWEALTH OF VIRGINIA  
CITY OF NORFOLK, to-wit:**

I, CORA L. LOTT, a Notary Public in and for the City aforesaid, in the Commonwealth of Virginia, whose commission expires on the 31<sup>ST</sup> day of october, 2023, do hereby certify that Ronald Jackson, Executive Director of Norfolk Redevelopment and Housing Authority, whose name is signed as such to the foregoing writing bearing date of the 16<sup>th</sup> day of MARCH, 2021, has acknowledged the same before me in my City and State.

Given under my hand this 16<sup>th</sup> day of MARCH, 2021.

  
Notary Public

[Signatures continue on next page.]





LESSEE:

**BLOCK 17, LP,**  
a Virginia limited partnership

By: Block 17 Manager, LLC,  
its general partner

By: Brinshore TL, LLC,  
its managing member

By: Brinshore Development, LLC,  
its managing member

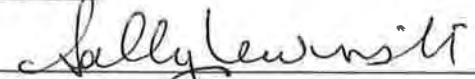
By: RJS Real Estate Services, Inc.,  
a member

By:   
Name: Richard J. Sciortino  
Title: President

STATE OF Illinois  
~~CITY OF~~ Cook, to-wit:  
County

I, Sally Lewinski, a Notary Public in and for the County ~~City~~-aforesaid, in the State of Illinois, whose commission expires on the 27<sup>th</sup> day of January, 2024, do hereby certify that Richard J. Sciortino, the President of RJS Real Estate Services, Inc., an Illinois corporation, a member of Brinshore Development, LLC, an Illinois limited liability company, managing member of Brinshore TL, LLC, an Illinois limited liability company, managing member of Block 17 Manager, LLC, a Virginia limited liability company, general partner of Block 17, LP, a Virginia limited partnership, whose name is signed as such to the foregoing writing bearing date of the 16<sup>th</sup> day of March, 2021, have acknowledged the same before me in my County ~~City~~ and State.

Given under my hand this 16<sup>th</sup> day of March, 2021.

  
Notary Public

## EXHIBIT A

### **Legal Description**

All that certain proposed lot, piece or parcel of land, lying and being in the City of Norfolk, Virginia and described as follows: Beginning at a point at the northwest intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed western right-of-way line of Church Street; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 274.35 feet, a chord bearing of N78°46'55"W, and a chord length of 273.84 feet to a point at the northeast intersection of said proposed northern right-of-way line of Freemason Avenue and the proposed eastern right-of-way line of Festival Street; thence along said proposed eastern right-of-way line of Festival Street N04°30'48"E a distance of 142.68 feet to a point; thence with a curve turning to the left with a radius of 24.00 feet, an arc length of 65.71 feet, a chord bearing of N04°03'00"E, and a chord length of 47.03 feet to a point; thence with a curve turning to the right with a radius of 145.00 feet, an arc length of 4.61 feet, a chord bearing of N23°42'04"W, and a chord length of 4.61 feet to a point on the proposed southern right-of-way line of Posey Lane; thence along said proposed southern right-of-way line of Posey Lane N69°47'12"E a distance of 37.71 feet to a point at the southeast intersection of said proposed southern right-of-way line of Posey Lane and the proposed southern right-of-way line of Transit Center Drive; thence along said proposed southern right-of-way line of Transit Center Drive S79°15'23"E a distance of 212.95 feet to a point; thence with a curve turning to the right with a radius of 1770.00 feet, an arc length of 43.42 feet, a chord bearing of S78°33'13"E and a chord length of 43.42 feet to a point at the southwest intersection of said proposed southern right-of-way line of Transit Center Drive and the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street with a curve turning to the left with a radius of 1047.00 feet, an arc length of 10.47 feet, a chord bearing of S08°40'57"W, and a chord length of 10.47 feet to a point; thence S08°23'46"W a distance of 203.19 feet to the True Point and Place of Beginning, containing 57,517 square feet or 1.320 acres.

**EXHIBIT B**

**Cooperation Agreement**

## COOPERATION AGREEMENT

(City of Norfolk / Norfolk Redevelopment and Housing Authority/Blocks 17 & 18)

**THIS COOPERATION AGREEMENT** (“Cooperation Agreement”) is made and entered into as of the 11<sup>th</sup> day of March, 2021, by and between the **CITY OF NORFOLK, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the “City”) and the **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**, a duly organized and existing body corporate and politic constituting a political subdivision of the Commonwealth of Virginia (the “Authority”).

### RECITALS

**WHEREAS**, the Authority is duly established and its existence was validated pursuant to the Virginia Industrial Development and Revenue Bond Act (the "Act"), Chapter 49, Title 15.2 of the Code of Virginia of 1950, as amended (the “Code”);

**WHEREAS**, the City is the owner of certain real property located at 300 Saint Pauls Boulevard in the City of Norfolk, which property is part of the St. Paul’s Revitalization Area (the Property”);

**WHEREAS**, the portions of the Property currently owned by the City and to be transferred by the City to the Authority pursuant this Agreement are described in Exhibit A-1 (the “City Parcel”) and Exhibit A-2 (“Block 18”) attached hereto and made a part hereof;

**WHEREAS**, on June 23, 2020, the Council of the City adopted Ordinance No. 48,038 and Ordinance No. 48,039, copies of which are attached hereto as Exhibit B-1, approving the closure of certain public streets running through the Property, and on February 9, 2021, the City Council of the City of Norfolk adopted Ordinance No. 48,290 a copy of which is attached hereto as Exhibit B-2, approving the closure of an additional 20’ strip of public right-of-way that runs along Fenchurch Street through the Property (together, the “Closed Streets”). Ordinance No. 48,038, Ordinance No. 48.039, and Ordinance No. 48,290 are referred to herein as the “Street Closure Ordinances”;

**WHEREAS**, the portions of the Closed Streets which are to be transferred to the Authority pursuant to this Agreement are shown as part of Block 17 on the plat attached hereto as Exhibit C and made a part hereof (the “Underlying Fee Interests”);

**WHEREAS**, the parties have agreed that the City Parcel and Underlying Fee Interests (together, the “Development Parcels”) will be combined with portions of adjacent property owned by the Authority in order to create the parcel known as Block 17, as shown on Exhibit C and to be known as 600 E. Freemason Street;

**WHEREAS**, the parties have agreed that the an additional parcel, known as Block 18, will be created to the east of Block 17 and to the west of Saint Pauls Boulevard as described on Exhibit A-2 and shall be transferred by the City to the Authority pursuant this Agreement;

**WHEREAS**, it is the City’s and Authority’s desire that the Development Parcels and Block

18 be redeveloped as housing for the residents of St. Paul's Revitalization Area and other uses consistent with the approved Choice Neighborhoods Initiative Grant;

**WHEREAS**, the City desires to transfer the City Parcel, its Underlying Fee Interests, and Block 18 to the Authority for the purpose of such redevelopment;

**WHEREAS**, the parties hereto desire to enter into this Cooperation Agreement for the purpose of setting forth their understanding and agreement in connection with the Development Parcels and Block 18;

**WHEREAS**, on February 9, 2021, the Council of the City adopted Ordinance No. 48,289 approving the transfer of the City Parcel, the Underlying Fee Interests, and Block 18 to the Authority, approving the form and substance of this Cooperation Agreement, and authorizing the execution and delivery hereof on behalf of the City.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the public benefits to accrue to the St. Paul's Revitalization Area, to the City, to the Commonwealth, and to the inhabitants thereof and of the mutual covenants hereinafter set forth, the Authority and the City agree as follows:

1. **Term**. The parties acknowledge that this Cooperation Agreement is part of the site control documents required by Virginia Housing Development Authority ("Virginia Housing") for certain tax credit applications and is intended to comply with all requirements of Virginia Housing related thereto. The City hereby acknowledges that the Authority will enter into separate Lease Option Agreements conveying certain of the Authority's rights with respect to the Development Parcels, Block 18, and other certain Authority property to a subsidiary of the Authority's selected development partner (the "Tax Credit Applicant"). The Tax Credit Applicant may upon securing the tax credit allocation and satisfying any requirements of the Choice Neighborhoods Initiative Grant or of the United States Department of Housing and Urban Development, exercise the Lease Option which will require the Authority to exercise its rights under Section 1 hereof. The term of this Cooperation Agreement shall not expire until the end of the Option Periods (as defined in the Lease Option Agreements), which may be extended under the terms of the Lease Option Agreements, and upon notice of such extension to the City, the term of this Cooperation Agreement shall automatically extend for a commensurate term until no later than June 30, 2023.

2. **City Obligations**. Within ten (10) days after written notice by the Authority to the City and exercise of the Lease Option, the City shall (a) record the Street Closure Ordinances, (b) execute and deliver a quitclaim deed for the Underlying Fee Interests substantially in the form attached hereto as **Exhibit D** (the "Quitclaim Deed"), and (c) execute and deliver special warranty deeds for the City Parcel and for Block 18 (the "Special Warranty Deeds") substantially in the form attached hereto as **Exhibit E**. In the event there are subdivision or other development issues that delay the transfer of the City Parcel and Block 18 to the Authority, the City shall instead transfer all of that certain parcel of land located at 300 Saint Pauls Boulevard in

the City of Norfolk, containing 6.5153 acres, more or less, with a GPIN of 1437163471 (the “300 Saint Pauls Parcel”), which includes both the Development Parcels and Block 18, to the Authority solely for the purposes set forth in Section 4 of this Cooperation Agreement. In such event, the City shall continue to operate and to collect and to keep all revenues from the parking and any commercial properties located on those portions of the St. Paul’s Parcel that are not part of the Development Parcels or Block 18 (the “Residual Parcel”), shall be solely responsible for the City’s obligations as landlord under any leases of the Residual Parcel, and shall have the authority to make any and all decisions with respect to the operation and use of the Residual Parcel and to perform alterations, renovations, new construction, and other work at the Residual Parcel. Immediately upon the recordation of a subdivision plat that creates a new Block 17 and Block 18, the Authority shall execute and record a deed transferring the Residual Parcel to the City, except for any portions of such parcel that have been dedicated as public right-of-way. To the extent permitted by applicable law without waiving its sovereign immunity, the City shall indemnify, defend and save the Authority harmless from and against any and all claims, actions, damages, liabilities and expenses (including reasonable attorney’s fees) in connection with any loss of life, bodily injury, personal injury or property damage that occurs on the Residual Parcel during the period of the Authority’s ownership of such parcel, except if such claims, actions, damages, liabilities and expenses result in whole or in part from the negligence or willful misconduct, of the Authority.

3. Right of Entry. During the term of this Cooperation Agreement, the Authority, its successors and assigns, its agents, contractors, engineers, surveyors, attorneys, representatives and employees shall have the right, at its sole cost and expense, at any time and from time to time to conduct such due diligence investigations as the Authority may deem appropriate and, in connection therewith, shall have the right to enter into or upon the Development Parcels and Block 18 to conduct and make any and all studies, tests, examinations, inspections and investigations of or concerning the Development Parcels and Block 18 (including, without limitation, engineering studies, soil tests, surveys, including topographical surveys and environmental assessments) and to confirm any and all matters which Authority may desire to confirm with respect to the Development Parcels.

4. Authority Obligations. The Authority agrees that the Development Parcels and Block 18 shall be used pursuant to certain ground leases and other conveyances from the Authority to the Authority’s selected development partners and their successors, assigns, and affiliates for development of housing units and other uses consistent with the approved Choice Neighborhoods Initiative Grant and that any funds received by Authority for Block 17 and Block 18 shall be used as required by the Choice Neighborhoods Initiative Grant, or, in the case of Block 18 if there are no requirements as to the use of such funds by the Choice Neighborhoods Initiative Grant, such funds shall be paid to the City by the Authority. If the Authority does not use the Development Parcels or Block 18 for the purposes set forth herein, the Authority shall transfer such property back to the City at the request of the City; however, this reversionary interest shall terminate as to the Development Parcels upon the closing on the construction related financing of any project approved as part of the Choice Neighborhoods Initiative Grant on any part of the Development Parcels and shall terminate as to Block 18 upon the closing on the construction related financing of any project approved as part of the Choice Neighborhoods Initiative Grant on

any part of Block 18. The Authority agrees to comply with the provisions of Section 2 above with respect to the Residual Parcel.

5. Exclusive Option. City covenants and agrees that, until the expiration of the Option Period pursuant to the Lease Option, City will not market, lease, sell or convey the Development Parcels, Block 18, or any part of the Development Parcels and Block 18 to any other party, unless expressly subject and subordinate to this Cooperation Agreement, it being understood that (a) Authority shall have the exclusive rights to acquire a donation of the Development Parcels from the City until the expiration of the Option Period and that any option with respect to the Residual Parcel shall be subject to the terms and conditions of this Cooperation Agreement, and (b) Authority shall have the exclusive rights to acquire Block 18 from the City until the expiration of the Option Period and that any option with respect to the Residual Parcel shall be subject to the terms and conditions of this Cooperation Agreement.

6. Non-Discrimination. In carrying out this Cooperation Agreement, the Authority and the City agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin and agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age or national origin. Such action shall include, but not be limited to employment, promotion, demotion, termination, rates of pay, other compensation, and selection for training including apprenticeship.

7. Applicable Law. This Cooperation Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia. In the event of litigation hereunder, venue shall be in the Circuit Court of the City of Norfolk.

8. Notices. All notices or other communications required or desired to be given with respect to this Cooperation Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or by reputable overnight carrier (such as Federal Express) and properly addressed as provided below. Each notice given by mail or overnight carrier shall be deemed to be given by the sender when received or refused by the party intended to receive such notice; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the party intended to receive such notice or when such party refuses to accept delivery of such notice. Upon a change of address by either party, such party shall give written notice of such change to the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been received.

If to the Authority: Norfolk Redevelopment and Housing Authority  
555 E. Main Street  
Norfolk, VA 23510  
Attention: Executive Director

With a copy to: Delphine G. Carnes, Esq.  
Delphine Carnes Law Group, PLC  
101 W. Main Street, Suite 440  
Norfolk, VA 23510

If to the City: City Manager  
City of Norfolk  
810 Union Street, Suite 1101  
Norfolk, Virginia 23510

With a copy to: City Attorney  
City of Norfolk  
810 Union Street, Suite 900  
Norfolk, Virginia 23510

9. Binding on Successors in Interest. This Cooperation Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, that in no event may this Cooperation Agreement or any of the rights, benefits, duties or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give.

10. Entire Agreement. This Cooperation Agreement constitutes the final, complete and exclusive written expression of the intents of the parties with respect to the subject matter hereof which will supersede all previous communications, representations, agreements, promises or statements.

11. Severability. If any one or more of the provisions contained in this Cooperation Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Cooperation Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

12. Amendment, Modification, Alteration. No amendment, modification or alteration of the terms of this Cooperation Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.



13. Headings. The titles of articles and sections of this Cooperation Agreement are for reference purposes only and shall be of no binding effect.

14. Waiver. The waiver by either party of any default or breach by the other party of any of the provisions of this Cooperation Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Cooperation Agreement.

15. Compliance with Laws. The parties shall comply with all applicable laws, ordinances and regulations with regard to any work, use, construction, and operation done or conducted with regard to this Cooperation Agreement.

16. Rights and Remedies Cumulative. The rights and remedies provided by this Cooperation Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its rights to use any and all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

17. Authority to Execute Agreement. Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Cooperation Agreement and to perform its duties under this Cooperation Agreement; the person executing this Cooperation Agreement on its behalf has the authority to do so; upon execution and delivery of this Cooperation Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Cooperation Agreement does not violate any bylaw, charter, regulation, law or other governing authority of the party.

18. Counterparts. This Cooperation Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

19. Third Party Beneficiaries. This Cooperation Agreement is intended solely for the benefit of the parties hereto and this Cooperation Agreement is not intended and shall not be construed to benefit or create any rights for any other third party except as specified herein.

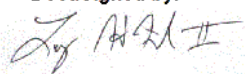
20. Discrepancy. In the event of any conflict or discrepancy between the foregoing provisions of this Cooperation Agreement and any provisions of the Grant Agreement, the provisions of this Cooperation Agreement shall prevail with respect to the obligations of the City.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.  
SIGNATURE PAGES TO FOLLOW.]**

**[BEGINNING OF SIGNATURE PAGES TO COOPERATION AGREEMENT  
(CITY OF NORFOLK / NORFOLK REDEVELOPMENT AND HOUSING  
AUTHORITY)]**


**WITNESS** the execution of this Cooperation Agreement (City of Norfolk / Norfolk Redevelopment and Housing Authority) by the duly authorized officials of the City and the Authority as of the day and year first set forth above.

**CITY OF NORFOLK**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Dr. Larry H. Flier II  
Title: City Manager  
DocuSigned by:



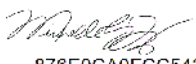
**ATTEST:**

DocuSigned by:  
  
\_\_\_\_\_ AF1B0C14D2D4431...  
City Clerk

Approved as to Contents:

DocuSigned by:  
  
\_\_\_\_\_ C8CAB73CFEF2485...  
DIRECTOR, City Manager's Office of St. Paul's Transformation

Approved as to Form and Correctness:

DocuSigned by:  
  
\_\_\_\_\_ 876E0CA0FCC543D...  
Deputy City Attorney

**[SIGNATURES CONTINUE ON NEXT PAGE]**

[CONTINUATION OF SIGNATURE PAGES TO COOPERATION AGREEMENT  
(CITY OF NORFOLK / NORFOLK REDEVELOPMENT AND HOUSING  
AUTHORITY)]

NORFOLK REDEVELOPMENT AND  
HOUSING AUTHORITY

DocuSigned by:  
*Ronald Jackson*  
By: \_\_\_\_\_  
Name: F95BE0653271409... RONALD JACKSON  
Title: Executive Director

Approved as to Form and Correctness:

DocuSigned by:  
*Delphine Carnes*  
\_\_\_\_\_ D6A5D8FA44794C6...  
Counsel to the Norfolk redevelopment and  
Housing Authority

**EXHIBIT A-1**  
City Parcel

ALL THAT certain lot, piece or parcel of land, situate in the City of Norfolk, Virginia, and described as: Beginning at a point at the northeast intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed eastern right-of-way line of Festival Street; thence along said proposed eastern right-of-way line of Festival Street N04°30'48"E a distance of 142.68 feet to a point; thence with a non-tangent curve turning to the left with a radius of 24.00 feet, an arc length of 29.47 feet, a chord bearing of N47°18'50"E, and a chord length of 27.65 feet to a point on the existing southern right-of-way line of Posey Lane; thence along said existing southern right-of-way line of Posey Lane with a non-tangent curve turning to the left with a radius of 145.00 feet, an arc length of 62.28 feet, a chord bearing of S49°56'36"E, and a chord length of 61.80 feet to a point; thence S62°14'55"E a distance of 105.74 feet to a point; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.59 feet, a chord bearing of S17°35'40"E, and a chord length of 14.06 feet to a point on the existing western right-of-way line of Fenchurch Street; thence along said western right-of-way line of Fenchurch Street S27°03'35"W a distance of 87.89 feet to a point at the proposed northern right-of-way line of Freemason Avenue; thence along said proposed northern right-of-way line of Freemason Avenue with a non-tangent curve turning to the left with a radius of 1291.00 feet, an arc length of 138.18 feet, a chord bearing of N81°48'13"W, and a chord length of 138.11 feet to the True Point and Place of Beginning, containing 20,078 square feet or 0.461 acre.

**EXHIBIT A-2****Block 18**

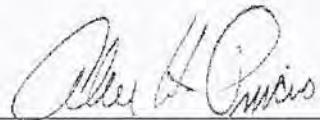
All that certain proposed lot, piece or parcel of land, lying and being in the City of Norfolk, Virginia and described as follows: Beginning at a point at the northwest intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed western right-of-way line of Festival Street; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 339.11 feet, a chord bearing of S86°03'06"W and a chord length of 338.14 feet to a point; thence N60°05'30"W a distance of 21.93 feet to a point at the northeast intersection of said proposed right-of-way line of Freemason Avenue and the eastern right-of-way line of St. Paul's Boulevard; thence along said eastern right-of-way line of St. Paul's Boulevard N18°44'44"W a distance of 170.03 feet to a point; thence leaving said eastern right-of-way line of St. Paul's Boulevard N71°24'03"E a distance of 72.69 feet to a point; thence S73°20'14"E a distance of 23.71 feet to a point; thence with a curve turning to the left with a radius of 66.50 feet, an arc length of 16.02 feet, a chord bearing of S80°14'11"E and a chord length of 15.98 feet to a point; thence S87°08'09"E a distance of 241.68 feet to a point; thence N69°47'12"E a distance of 81.34 feet to a point on said proposed western right-of-way line of Festival Street; thence along said proposed western right-of-way line of Festival Street S04°30'48"W a distance of 178.93 feet to the True Point and Place of Beginning, containing 64,488 square feet or 1.480 acres.

**EXHIBIT B-1**

Ordinance No. 48,038 and Ordinance No. 48,039  
(attached)

Form and Correctness Approved: *BAP*

Contents Approved:

By:   
Office of the City Attorney

By:   
DEPT. Planning

NORFOLK, VIRGINIA

**PH-6                    ORDINANCE NO. 48,038**

AN ORDINANCE CLOSING, VACATING AND  
DISCONTINUING A PORTION OF POSEY LANE.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, the City Council has the authority to close, vacate and discontinue public rights of way; and

WHEREAS, in accordance with the City's plan to redevelop and transform the St. Paul's community, developed in conjunction with the Norfolk Redevelopment and Housing Authority and the U.S. Department of Housing and Urban Development, known as the St. Paul's Revitalization Project; and

WHEREAS, by a Resolution adopted on February 25, 2020, City Council initiated the process to close, vacate and discontinue a portion of Posey Lane, as described in Exhibit A and shown on Exhibit B, attached to and made a part of this ordinance, as necessary for the St. Paul's Revitalization Project; and

WHEREAS, after a public hearing, the City Planning

Commission recommended that the said portion of Posey Lane be closed, vacated and discontinued; and

WHEREAS, the requirements of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Sections 42-212 and 42-213 of the Norfolk City Code, 1979, which relate to the vacation of public rights of way, have been met; and

WHEREAS, after a public hearing duly held, it is the judgment of the Council that the said portion of Posey Lane should be closed, vacated and discontinued in furtherance of the St. Paul's Revitalization Project; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the portion of Posey Lane, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto, is closed, vacated and discontinued as a public street of the City of Norfolk.

Section 2:- That inasmuch as the City and the Norfolk Redevelopment and Housing Authority are the only abutting property owners of this portion of Posey Lane to be closed, and the closure furthers the St. Paul's Revitalization Project, the purchase of the City's interest in the street by the abutting property owner(s) that otherwise would be required pursuant to Section 42-212 of the Norfolk City Code, 1979, is hereby waived.

Section 3:- That upon the effective date of this ordinance, a certified copy of this ordinance shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as deeds are recorded, which recordation shall be an acknowledgment by the City that all conditions have been met and the said portion of Posey Lane is closed, vacated and discontinued as a public street.

Section 4:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.



Attachments:

Exhibit A - Legal Description (1 page)

Exhibit B - Plat (1 page)

Adopted by Council June 23, 2020  
Effective July 24, 2020

TRUE COPY

TESTE:

---

RICHARD ALLAN BULL

BY:

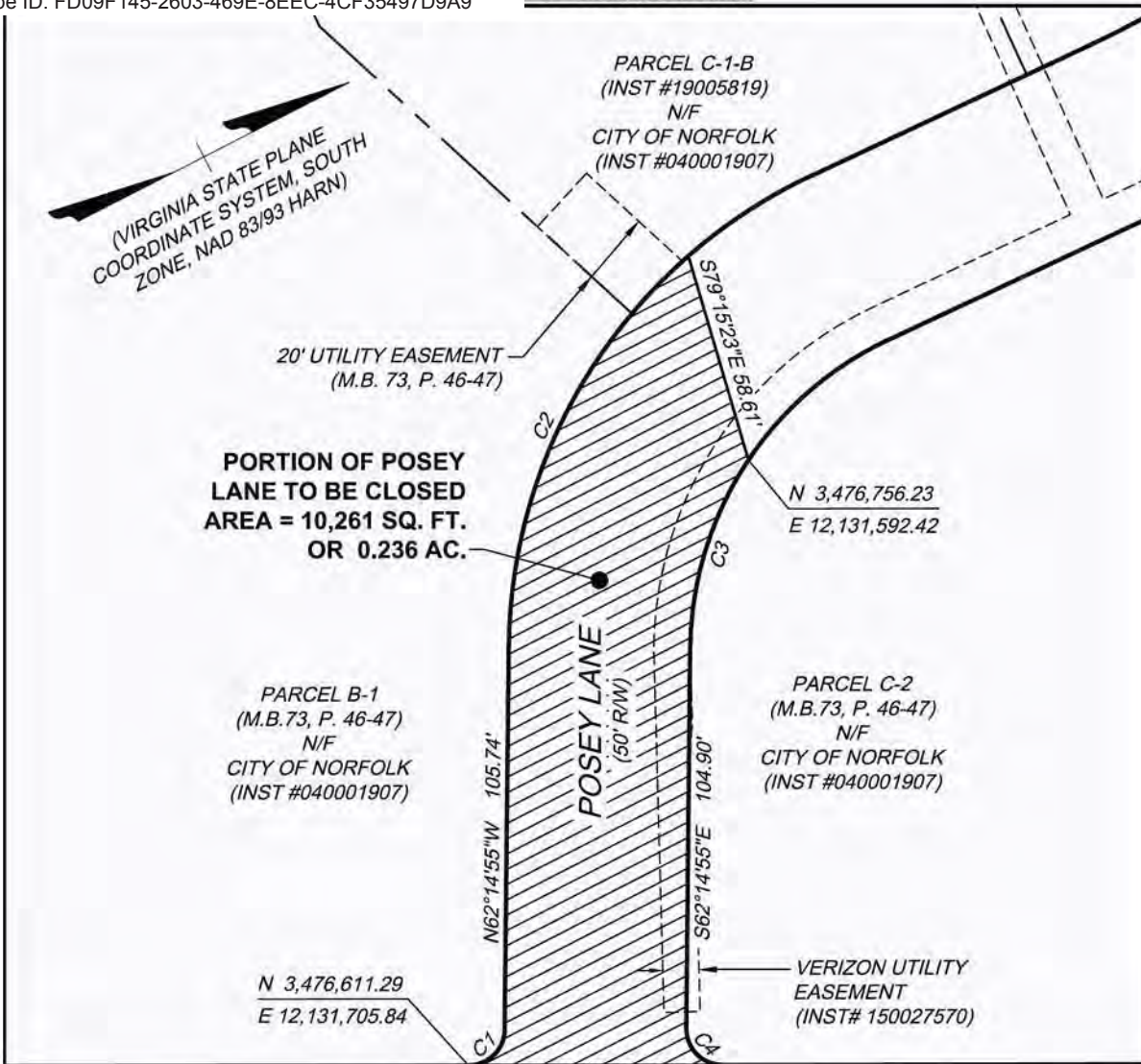
---

CHIEF DEPUTY CITY CLERK

## **Closure of Portion of Posey Lane**

All that certain piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being a portion of Posey Lane described as follow: BEGINNING at a point on the western right-of-way of Fenchurch Street, said point being the northwestern corner-point of the intersection of Posey Lane and Fenchurch Street; thence along the western right-of-way of Fenchurch Street S 27°03'35" W a distance of 70.00' to the southwestern corner-point of the intersection of Posey Lane and Fenchurch Street; thence along the southern right of way of Posey Lane along a curve to the left having a radius of 10.00', arc length of 15.59' and chord bearing N 17°35'40" W a distance of 14.06' to a point; thence N 62°14'55" W a distance of 105.74' to a point; thence along a curve to the right having a radius of 145.00', arc length of 122.08' and chord bearing N 38°07'41" W a distance of 118.51' to a point; thence leaving the southern right-of-way of Posey Lane and across Posey Lane S 79°15'23" E a distance of 58.61' to a point in the northern right-of-way of Posey Lane; thence along the northern right-of-way of Posey Lane along a curve to the left having a radius of 95.00', arc length of 55.17' and chord bearing S 45°36'45" E a distance of 54.40' to a point; thence S 62°14'55" E a distance of 104.90' to a point; thence along a curve to the left having a radius of 10.00', arc length of 15.83' and chord bearing N 72°24'20" E a distance of 14.23' to a point in the western right-of-way of Fenchurch Street, said point also being the point and place of beginning.

The above described parcel contains 10,261 Sq. Ft or 0.236 Ac., more or less.

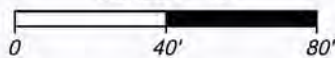


S27°03'35"W 70.00'

**FENCHURCH STREET**  
(66' R/W)

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	10.00'	15.59'	9.88'	89°18'30"	N17°35'40"W	14.06'
C2	145.00'	122.08'	64.92'	48°14'27"	N38°07'41"W	118.51'
C3	95.00'	55.17'	28.39'	33°16'19"	S45°36'45"E	54.40'
C4	10.00'	15.83'	10.12'	90°41'30"	N72°24'20"E	14.23'

SCALE 1"=40'



NOTE: THIS EXHIBIT IS FOR STREET CLOSURE PURPOSES AND DOES NOT CONSTITUTE A SUBDIVISION OF LAND.

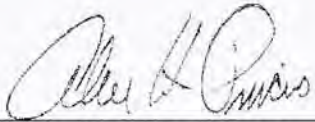
**EXHIBIT DEPICTING  
PROPOSED CLOSURE  
OF PORTION OF  
POSEY LANE  
NORFOLK, VIRGINIA**

THIS DRAWING PREPARED AT THE <b>VIRGINIA BEACH OFFICE</b> 2901 South Lynnhaven Road, Suite 200   Virginia Beach, VA 23452 TEL 757.213.6679 FAX 757.340.1415 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS.	
	Norfolk	Virginia
	Date: 05/28/2020	Scale: 1" = 40'
	Exhibit 2 of 5	J.N.: 42418.022
	Drawn by: Tellefsen	Checked by: Patterson

**TIMMONS GROUP**

Form and Correctness Approved: *BAP*

Contents Approved:

By:   
Office of the City Attorney

By:   
DEPT. Planning

NORFOLK, VIRGINIA

**PH-7                    ORDINANCE NO. 48,039**

AN ORDINANCE CLOSING, VACATING AND  
DISCONTINUING A PORTION OF FENCHURCH STREET.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, the City Council has the authority to close, vacate and discontinue public rights of way; and

WHEREAS, in accordance with the City's plan to redevelop and transform the St. Paul's community, developed in conjunction with the Norfolk Redevelopment and Housing Authority and the U.S. Department of Housing and Urban Development, known as the St. Paul's Revitalization Project; and

WHEREAS, by a Resolution adopted on February 25, 2020, City Council initiated the process to close, vacate and discontinue a portion of Fenchurch Street, as described in Exhibit A and shown on Exhibit B, attached to and made a part of this ordinance, as necessary for the St. Paul's Revitalization Project; and

WHEREAS, after a public hearing, the City Planning

Commission recommended that the said portion of Fenchurch Street be closed, vacated and discontinued; and

WHEREAS, the requirements of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Sections 42-212 and 42-213 of the Norfolk City Code, 1979, which relate to the vacation of public rights of way, have been met; and

WHEREAS, after a public hearing duly held, it is the judgment of the Council that the said portion of Fenchurch Street should be closed, vacated and discontinued in furtherance of the St. Paul's Revitalization Project; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the portion of Fenchurch Street, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto, is closed, vacated and discontinued as a public street of the City of Norfolk.

Section 2:- That inasmuch as the City and the Norfolk Redevelopment and Housing Authority are the only abutting property owners of this portion of Fenchurch Street to be closed, and the closure furthers the St. Paul's Revitalization Project, the purchase of the City's interest in the street by the abutting property owner(s) that otherwise would be required pursuant to Section 42-212 of the Norfolk City Code, 1979, is hereby waived.

Section 3:- That upon the effective date of this ordinance, a certified copy of this ordinance shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as deeds are recorded, which recordation shall be an acknowledgment by the City that all conditions have been met and the said portion of Fenchurch Street is closed, vacated and discontinued as a public street.

Section 4:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

Attachments:

Exhibit A - Legal Description (1 page)

Exhibit B - Plat (1 page)

Adopted by Council June 23, 2020  
Effective July 24, 2020

TRUE COPY

TESTE:

---

RICHARD ALLAN BULL

BY:

---

CHIEF DEPUTY CITY CLERK

**EXHIBIT A TO ORDINANCE****Closure of the  
Portion of Fenchurch Street**

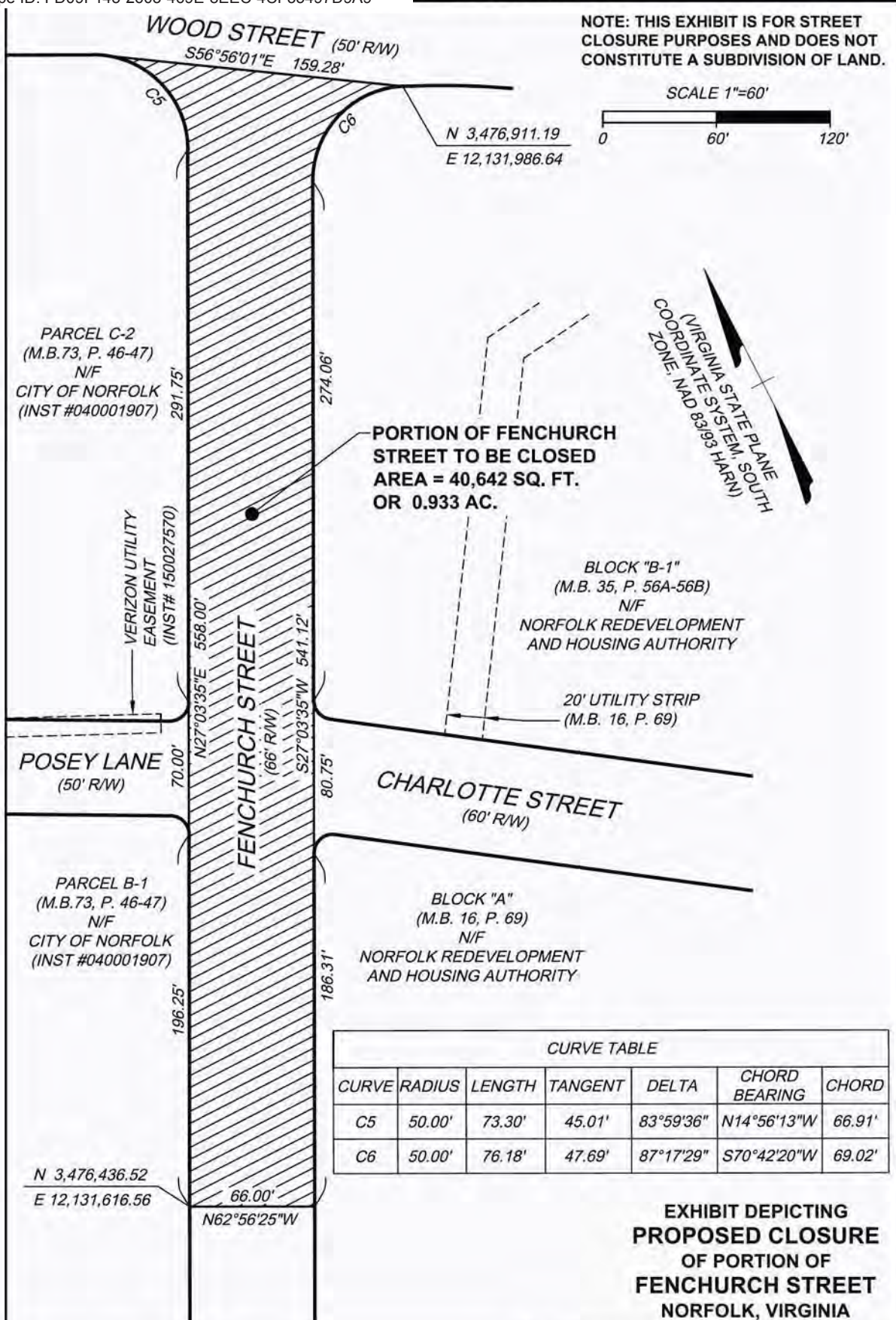
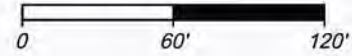
All that certain piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being a portion of Fenchurch Street described as follow: BEGINNING at a point on the southern right-of-way of Wood Street, said point being the southwestern corner-point of the intersection of Wood Street and Fenchurch Street; thence across the end of Fenchurch Street S  $56^{\circ}56'01''$  E a distance of 159.28' to a point in the southern right-of-way of Wood Street, said point being the southeastern corner-point of the intersection of Wood Street and Fenchurch Street; thence along the eastern right-of-way of Fenchurch Street along a curve to the right having a radius of 50.00', arc length of 76.18' and chord bearing S  $70^{\circ}42'20''$  W a distance of 69.02' to a point; thence S  $27^{\circ}03'35''$  W a distance of 541.12' to a point; thence leaving the eastern right-of-way of Fenchurch Street and across Fenchurch Street N  $62^{\circ}56'25''$  W a distance of 66.00' to a point in the western right-of-way of Fenchurch Street; thence along the western right-of-way of Fenchurch Street N  $27^{\circ}03'35''$  E a distance of 558.00' to a point; thence along a curve to the left having a radius of 50.00', arc length of 73.30' and chord bearing N  $14^{\circ}56'13''$  W a distance of 66.91' to a point, said point being also the point and place of beginning.

The above described parcel contains 40,642 Sq. Ft or 0.933 Ac., more or less.

**EXHIBIT B TO ORDINANCE**

NOTE: THIS EXHIBIT IS FOR STREET CLOSURE PURPOSES AND DOES NOT CONSTITUTE A SUBDIVISION OF LAND.

SCALE 1"=60'



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C5	50.00'	73.30'	45.01'	83°59'36"	N14°56'13"W	66.91'
C6	50.00'	76.18'	47.69'	87°17'29"	S70°42'20"W	69.02'

**EXHIBIT DEPICTING  
PROPOSED CLOSURE  
OF PORTION OF  
FENCHURCH STREET  
NORFOLK, VIRGINIA**

THIS DRAWING PREPARED AT THE <b>VIRGINIA BEACH OFFICE</b> 2901 South Lynnhaven Road, Suite 200   Virginia Beach, VA 23452 TEL 757.213.6679 FAX 757.340.1415 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS.	
	Norfolk	Virginia
	Date: 05/28/2020	Scale: 1" = 60'
	Exhibit 3 of 5	J.N.: 42418.022
	Drawn by: Tellefsen	Checked by: Patterson

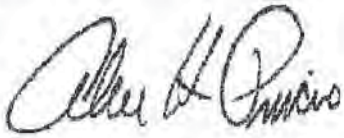




**EXHIBIT B-2**  
Ordinance No. 48,290  
(attached)

Form and Correctness Approved: *BAP*

Contents Approved:



By: \_\_\_\_\_  
Office of the City Attorney

By: \_\_\_\_\_  
DEPT. Planning

NORFOLK, VIRGINIA

**Ordinance No. 48290**

AN ORDINANCE CLOSING, VACATING AND  
DISCONTINUING A PORTION OF WOOD STREET.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, the City Council has the authority to close, vacate and discontinue public rights of way; and

WHEREAS, in accordance with the City of Norfolk's ("City") plan to redevelop and transform the St. Paul's Community, the City, the Norfolk Redevelopment and Housing Authority ("NRHA") and the U.S. Department of Housing and Urban Development, have worked together to develop the St. Paul's Revitalization Project ("Project"); and

WHEREAS, with City Council having previously adopted ordinances closing, vacating and discontinuing portions of certain streets within the St. Paul's area as part of the Project, and the City and NRHA having determined that additional portions of certain streets need also be closed, vacated and discontinued, in particular a portion of Wood Street, as

City Council is resolved to close, vacate and discontinue those portions of streets within the St. Paul's area as are necessary for the Project; and

WHEREAS, after a public hearing, the City Planning Commission recommended that the said portion of Wood Street be closed, vacated and discontinued; and

WHEREAS, the requirements of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Sections 42-212 and 42-213 of the Norfolk City Code, 1979, which relate to the vacation of public rights of way, have been met; and

WHEREAS, after a public hearing duly held, it is the judgment of the Council that the said portion of Wood Street should be closed, vacated and discontinued in furtherance of the Project; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the portion of Wood Street, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto, is closed, vacated and discontinued as a public street of the City of Norfolk.

Section 2:- As the Norfolk Redevelopment and Housing Authority is the only abutting property owner of the portion of Wood Street to be closed, and the closure furthers the Project, the purchase of the City's interest in the street by the abutting property owner(s) that otherwise would be required pursuant to Section 42-212 of the Norfolk City Code, 1979, is hereby waived.

Section 3:- That upon the effective date of this ordinance, a certified copy of this ordinance shall be recorded in the Clerk's Office of the Circuit Court of

the City of Norfolk as deeds are recorded, which  
recognition shall be an acknowledgment by the City  
that all conditions have been met and the said portion  
of Wood Street is closed, vacated and discontinued as  
a public street.

Section 4:- That this ordinance shall be in  
effect from and after thirty (30) days from the date  
of its adoption.

Attachments:

Exhibit A - Legal Description (1 page)

Exhibit B - Plat (1 page)

Adopted by Council February 9, 2021

Effective March 12, 2021

TRUE COPY

TESTE:

\_\_\_\_\_  
RICHARD ALLAN BULL

BY: \_\_\_\_\_  
CHIEF DEPUTY CITY CLERK

# Overview Map

- Legend**
- Parcels
  - Fenchurch Street ROW
  - Waterbody
  - Wood Street ROW



Sources: Esri, Airbus DS, USGS, NOAA, NASA, CGIAR, Robinson, NCEAS, NLS, OS, NIMA, Geodatasyreisen  
 Rijkswaterstaat, GSA, Geoand, FEMA/Internap and the GIS user community. Sources: Esri, HERE, Garmin, FAO,  
 NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community  
 Map created by: City of Norfolk Department of City Planning

# Location Map

**Legend**

- Parcels
- Fenchurch Street ROW
- Wood Street ROW

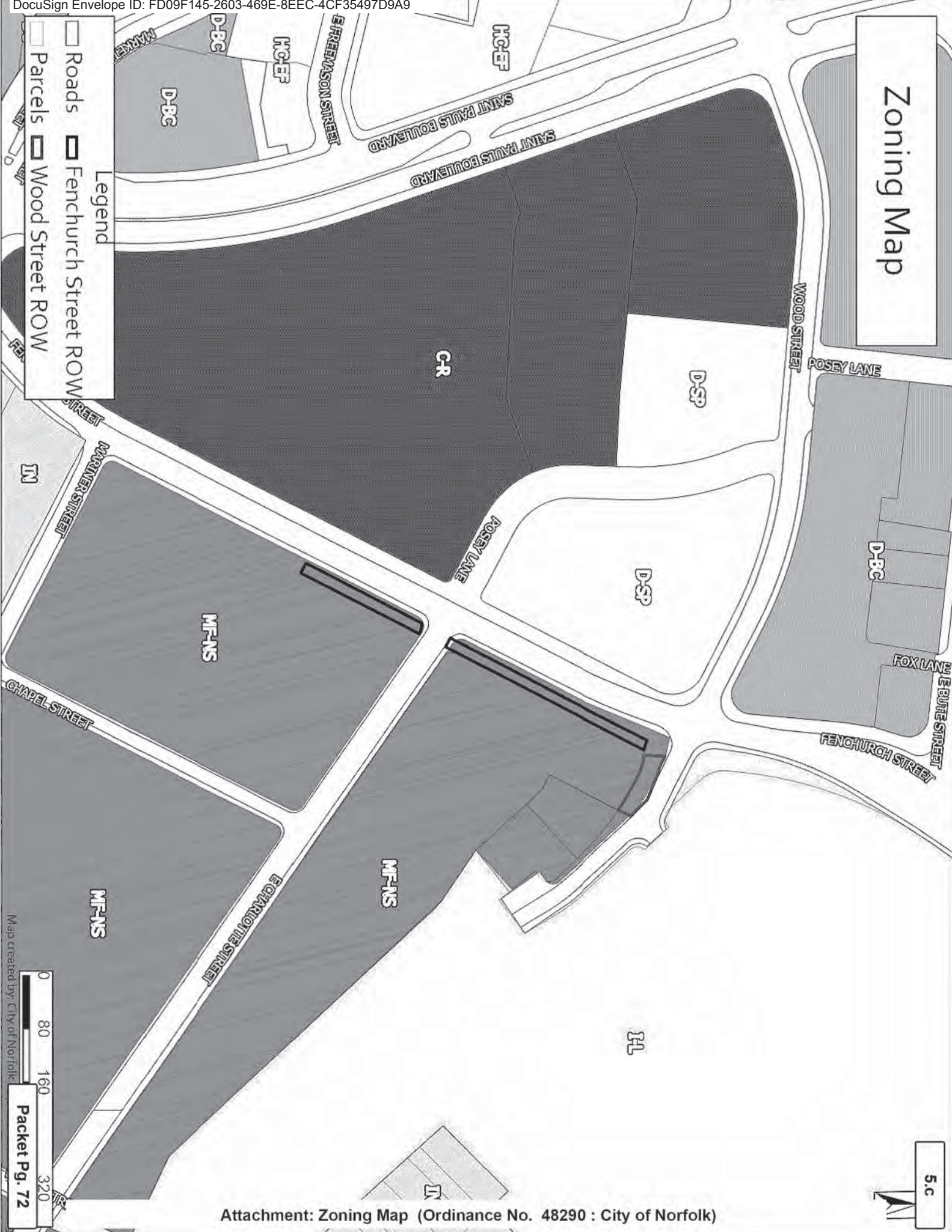


5.b

# Zoning Map

## Legend

- Roads
- Fenchurch Street ROW
- Parcels
- Wood Street ROW

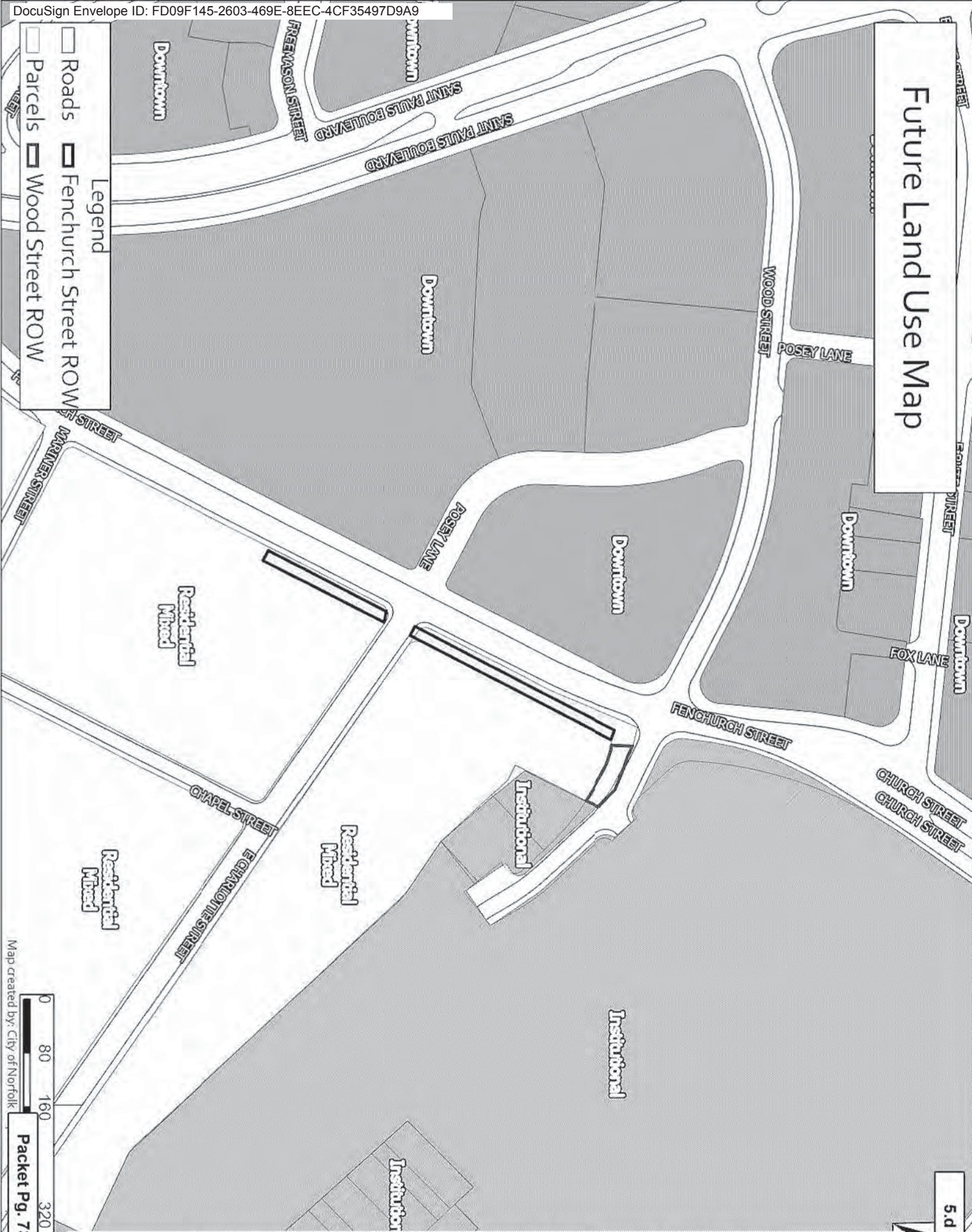


5.c




# Future Land Use Map


- Legend**
-  Roads
  -  Fenchurch Street ROW
  -  Parcels
  -  Wood Street ROW



Map created by: City of Norfolk

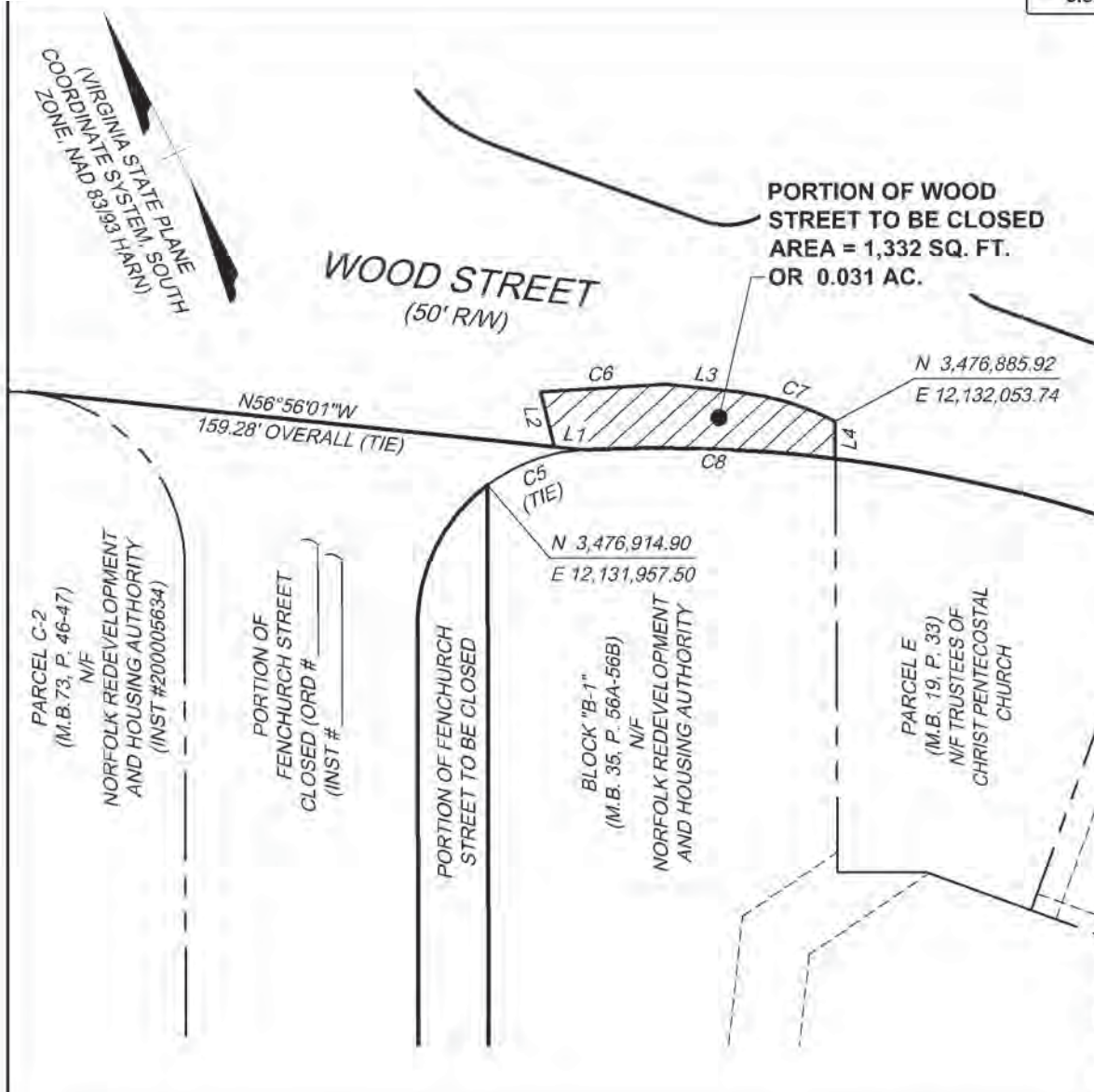


Packet Pg. 73



5.d





CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C5	50.00'	29.81'	15.36'	34°09'40"	S82°43'46"E	29.37'
C6	5970.00'	35.66'	17.83'	0°20'32"	S66°35'44"E	35.66'
C7	80.00'	28.79'	14.55'	20°37'21"	S46°06'46"E	28.64'
C8	422.37'	71.43'	35.80'	9°41'21"	N60°48'15"W	71.34'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N56°56'01"W	8.73'
L2	N13°19'54"E	15.95'
L3	S56°25'27"E	20.85'
L4	S26°50'08"W	10.69'

NOTE: THIS EXHIBIT IS FOR STREET CLOSURE PURPOSES AND DOES NOT CONSTITUTE A SUBDIVISION OF LAND.

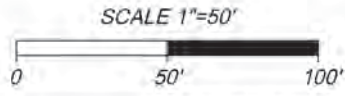


EXHIBIT DEPICTING PROPOSED CLOSURE OF PORTION OF WOOD STREET NORFOLK, VIRGINIA

THIS DRAWING PREPARED AT THE <b>VIRGINIA BEACH OFFICE</b> 7901 South Lynnhaven Road, Suite 200   Virginia Beach, VA 23452 TEL 757.213.6679 FAX 757.340.1415 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS.	
	Norfolk	Virginia
	Date: 10/22/2020	Scale: 1" = 50'
	Sheet 1 of 1	J.N.: 42418.022
	Drawn by: Tellefsen	Checked by: French

**TIMMONS GROUP**

**Closure of  
Portion of Wood Street  
For advertisement:**

All those certain pieces or parcels of land, situate, lying and being in the City of Norfolk, Virginia, said parcels being a portion of Wood Street.

**Closure of  
Portion of Wood**

All that certain piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being a portion of Wood Street described as follows: From a point, said point being the southeastern corner-point of the intersection of Wood Street and Fenchurch Street and being the northwesternmost corner of Block "B-1" all as shown on plat entitled, "Plat of U.S. Post Office Site, Property of Norfolk Redevelopment & Housing Authority", duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in MB 35, PG 56A-56B; thence along a curve to the right having a radius of 50.00', arc length of 29.81' and chord bearing S 82°43'46" E a distance of 29.37' to a point, said point being in the southern right-of-way of a of Wood Street, and said point being the point of BEGINNING; thence cornering N 56°56'01" W a distance of 8.73' to a point; thence N 13°19'54" W a distance of 15.95' to a point; thence along a curve to the right having a radius of 5970.00', arc length of 35.66' and chord bearing S 66°35'44" E a distance of 35.66' to a point; thence S 56°25'27" E a distance of 20.85' to a point; thence along a curve to the right having a radius of 80.00', arc length of 28.79' and chord bearing S 46°06'46" E a distance of 28.64' to a point; thence S 26°50'08" W a distance of 10.69' to a point, said point being on the northern right-of-way of Wood Street and said point being on the northern line of Block "B-1"; thence along the northern line of Block "B-1" and along a curve to the left having a radius of 422.37', arc length of 71.43' and chord bearing N 60°48'15" W a distance of 71.34' to a point, said point being also the point and place of beginning.

The above described parcel contains 1,332 Sq. Ft or 0.031 Ac., more or less

All as shown on that exhibit entitled, "Exhibit Depicting Proposed Closure of Portion of Wood Street", dated 10/22/2020, prepared by Timmons Group, attached hereon for reference.

*October 29, 2020*

Attachment: Legal Description Closure Portions Fenchurch (Ordinance No. 48290 : City of Norfolk)

**EXHIBIT C**

Plat Showing Block 17, City Parcel, and Closed Streets  
(attached)

(VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83/93 HARN)

PROPOSED BLOCK 18  
AREA = 64,488 SQ. FT. OR 1,480 ACRES

PARCEL C-1-B  
(INST #190005819)  
N/F  
CITY OF NORFOLK  
(INST #040001907)

FESTIVAL STREET  
35' PUBLIC R/W

POSEY LANE  
(50' R/W)

PROPOSED BLOCK 8  
AREA = 148,048 SQ. FT.  
OR 3,399 ACRES

PROPOSED FREEMASON AVENUE  
VARIABLE WIDTH PUBLIC R/W

AREA = 20,078 SQ. FT. OR 0.461 ACRE

PROPOSED TRANSIT CENTER DRIVE  
60' PUBLIC R/W

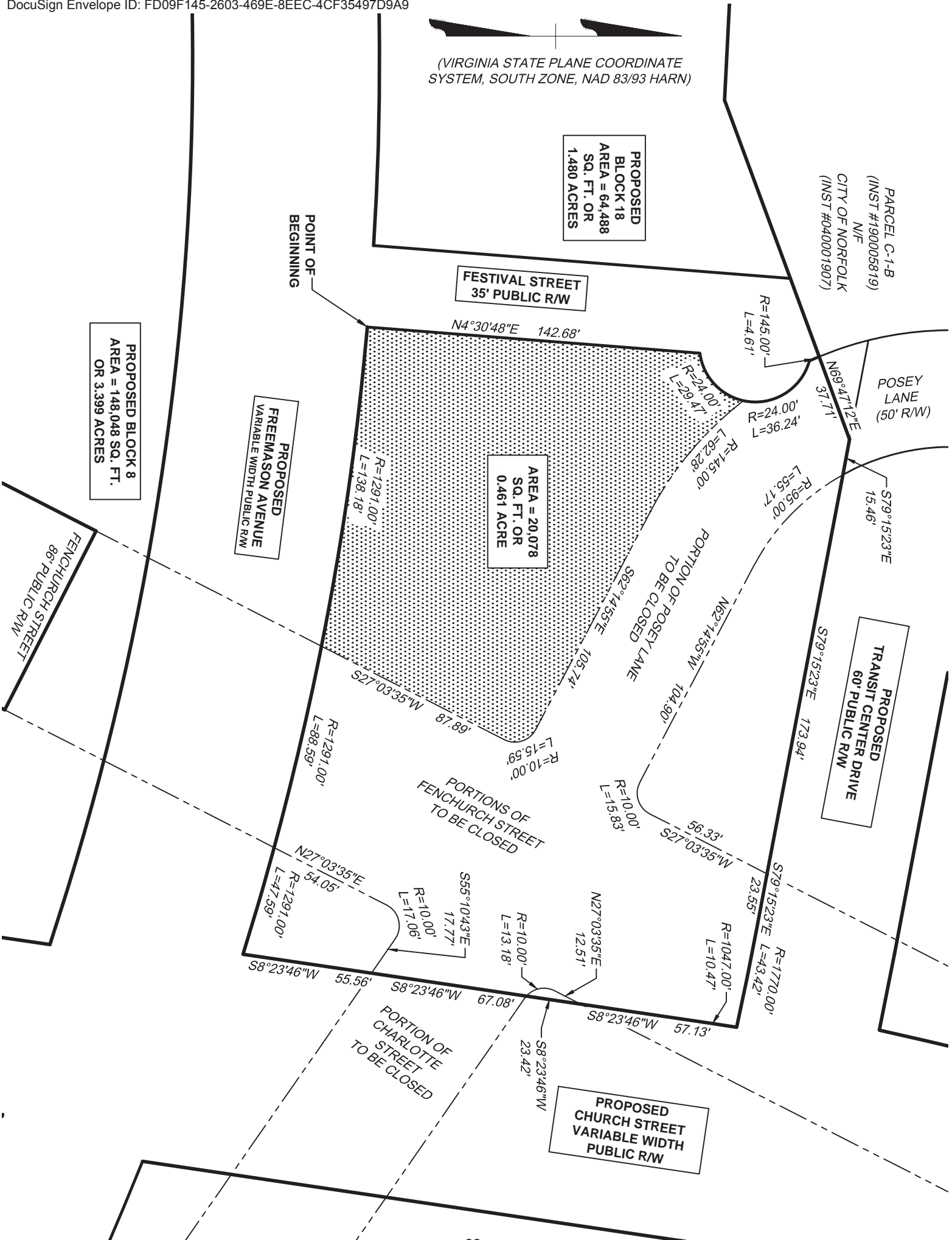
FENCHURCH STREET  
86' PUBLIC R/W

PORTIONS OF FENCHURCH STREET  
TO BE CLOSED

PORTION OF POSEY LANE  
TO BE CLOSED

PORTION OF CHARLOTTE STREET  
TO BE CLOSED

PROPOSED CHURCH STREET  
VARIABLE WIDTH PUBLIC R/W



**EXHIBIT D**  
Form of Quitclaim Deed  
(attached)

Prepared by: Office of the Norfolk City Attorney  
Michelle G. Foy, Deputy City Attorney (VSB #40213)  
Return to: Office of the Norfolk City Attorney  
810 Union Street, Suite 900  
Norfolk, Virginia 23510  
Tax Map Reference No.:  
Title Insurance Underwriter: N/A  
Consideration: N/A

This deed is exempt from the recordation taxes imposed  
by Sections 58.1-802 of the Code of Virginia, 1950,  
pursuant to Sections 58.1-811(A)(3) and 58.1-811(C)(4).

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
2021, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth  
of Virginia, Grantor, and **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**,  
Grantee, whose address is 555 E. Main Street, Norfolk, Virginia 23510.

**WITNESSETH:**

**WHEREAS**, by ordinances duly adopted by the Council of the City of Norfolk at the  
regularly scheduled public meeting held on \_\_\_\_\_, following the public hearings duly held,  
the City Council closed, vacated, and discontinued portions of \_\_\_\_\_, and approved the  
conveyance to the abutting property owner of any interest the City of Norfolk has, or may have, in  
such portions of the former rights-of-way of \_\_\_\_\_; and

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00), cash  
in hand paid, and other good and valuable consideration, the receipt of which is hereby  
acknowledged, the Grantor does hereby quitclaim, release, and convey to the Grantee, any and all  
right, title and interest the Grantor may possess in and to the portions of the former rights-of-way  
of \_\_\_\_\_ described in Exhibit A and shown on Exhibit B attached hereto, which were  
closed, vacated and discontinued by Ordinance Nos. \_\_\_\_\_, adopted by City Council on  
\_\_\_\_\_.

This conveyance is made subject to any easements, restrictions, and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title, which have not expired by a time limitation contained therein or have otherwise become ineffective, and to matters visible upon inspection.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the Council of the City of Norfolk, Virginia, pursuant to ordinance numbered \_\_\_\_\_, adopted by City Council on \_\_\_\_\_, effective \_\_\_\_\_, has caused Dr. Larry H. Filer II, City Manager, or his duly authorized designee, to affix his signature and seal hereto:

**CITY OF NORFOLK**

By: \_\_\_\_\_ (SEAL)  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**COMMONWEALTH OF VIRGINIA  
CITY OF NORFOLK, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, do hereby certify that Dr. Larry H. Filer II, City Manager, and Richard A. Bull, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Quitclaim Deed, have acknowledged the same before me in my City and Commonwealth aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Deputy City Attorney



**EXHIBIT A**

## Description of Closed Streets within Block 17

Beginning at the southwest intersection of the proposed southern right-of-way line of Transit Center Drive and the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street with a curve turning to the left with a radius of 1047.00 feet, an arc length of 10.47 feet, a chord bearing of S08°40'57"W, and a chord length of 10.47 feet to a point; thence S08°23'46"W a distance of 57.13 feet to a point on the existing eastern right-of-way line of Fenchurch Street; thence along said existing eastern right-of-way line of Fenchurch Street S27°03'35"W a distance of 12.51 feet to a point on the existing northern right-of-way line of Charlotte Street; thence along said existing northern right-of-way line of Charlotte Street with a curve turning to the left with a radius of 10.00 feet, an arc length of 13.18 feet, a chord bearing of S10°41'18"E, and a chord length of 12.24 feet to a point on the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street S08°23'46"W a distance of 67.08 feet to a point on the existing southern right-of-way line of Charlotte Street; thence along said existing southern right-of-way line of Charlotte Street N55°10'43"W a distance of 17.77 feet to a point; thence with a curve turning to the left with a radius of 10.00 feet, an arc length of 17.06 feet, a chord bearing of S75°56'26"W, and a chord length of 15.07 feet to a point on the existing eastern right-of-way line of Fenchurch Street; thence along said existing eastern right-of-way line of Fenchurch Street S27°03'35"W a distance of 54.05 feet to a point on the proposed northern right-of-way line of Freemason Avenue; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 88.59 feet, a chord bearing of N76°46'18"W, and a chord length of 88.57 feet to a point on the existing western right-of-way line of Fenchurch Street; thence along said existing western right-of-way line of Fenchurch Street N27°03'35"E a distance of 87.89 feet to a point on the existing southern right-of-way line of Posey Lane; thence along said existing southern right-of-way line of Posey Lane with a curve turning to the left with a radius of 10.00 feet, an arc length of 15.59 feet, a chord bearing of N17°35'40"W, and a chord length of 14.06 feet to a point, thence N62°14'55"W a distance of 105.74 feet to a point; thence with a curve turning to the right with a radius of 145.00 feet, an arc length of 62.28 feet, a chord bearing of N49°56'36"W, and a chord length of 61.80 feet to a point on the proposed eastern right-of-way line of Festival Street; thence along said proposed eastern right-of-way line of Festival Street with a curve turning to the left with a radius of 24.00 feet, an arc length of 36.24 feet, a chord bearing of N31°07'29"W, and a chord length of 32.90 feet to a point; thence with a curve turning to the right with a radius of 145.00 feet, an arc length of 4.61 feet, a chord bearing of N23°42'04"W, and a chord length of 4.61 feet to a point on the proposed southern right-of-way line of Posey Lane; thence along said proposed southern right-of-way line of Posey Lane N69°47'12"E a distance of 37.71 feet to a point; thence S79°15'23"E a distance of 15.46 feet to a point at the intersection of the existing northern right-of-way line of Posey Lane and the proposed southern right-of-way line of Transit Center Drive; thence along said existing northern right-of-way line of Posey Lane with a curve turning to the left with a radius of 95.00 feet, an arc length of 55.17 feet, a chord bearing of S45°36'45"E, and a chord length of 54.40 feet to a point; thence S62°14'55"E a distance of 104.90 feet to a point; thence with a curve turning to the left with a radius of 10.00 feet, an arc length of 15.83 feet, a chord bearing of N72°24'20"E, and a chord length of 14.23 feet to a point on the existing western right-of-way line of Fenchurch

Street; thence along said existing western right-of-way line of Fenchurch Street N27°03'35"E a distance of 56.33 feet to a point on the proposed southern right-of-way line of Transit Center Drive; thence along said proposed southern right-of-way line of Transit Center Drive S79°15'23"E a distance of 23.55 feet to a point; thence with a curve turning to the right with a radius of 1770.00 feet, an arc length of 43.42 feet, a chord bearing of S78°33'13"E, and a chord length of 43.42 feet to the True Point and Place of Beginning, containing 28,588 square feet or 0.656 acre.

**EXHIBIT E**  
Form of Special Warranty Deeds  
(attached)

Prepared by: Michelle G. Foy, Deputy City Attorney (VSB #40213)  
Return to: Office of the Norfolk City Attorney  
Tax Map Reference No.:  
GPIN No.:  
Title Insurance Underwriter: None  
Consideration: \$10.00  
Assessed Value: \$

This deed is exempt from the recordation taxes imposed by Section 58.1-801 of the Code of Virginia, 1950, pursuant to Section 58.1-811(C)(4) and 58.1-811(A)(3).

**SPECIAL WARRANTY DEED**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia (the “City”), 810 Union Street, Suite 1101, Norfolk, Virginia 23510 (**GRANTOR**), and **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY** (“NRHA”), a political subdivision of the Commonwealth of Virginia, 555 E. Main Street, Norfolk, Virginia 23510 (**GRANTEE**).

**WITNESSETH THAT:**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey with **SPECIAL WARRANTY**, unto the Grantee, the property described in **Exhibit A** attached hereto.

This conveyance is made expressly subject to the easements, conditions, reservations and restrictions, if any, of record, affecting the said properties and constituting constructive notice.

In compliance with the provisions of Section 15.2-1803 of the Code of Virginia, 1950, as amended, this deed is in the form approved by the City Attorney for the City of Norfolk, Virginia, and is accepted by the City Manager on behalf of the City, he having been authorized to so act on behalf of the City of Norfolk by Ordinance Number \_\_\_\_\_ duly adopted by the Council of the City of Norfolk at the City Council meeting held on February 9, 2021, which approval and conveyance are evidenced by the execution of this deed by the City Attorney and the City Manager, or their duly authorized deputies.

**IN WITNESS WHEREOF**, the Council of the City of Norfolk, Virginia, has caused the proper officers of the City of Norfolk, to affix their signatures and seals hereto.

**CITY OF NORFOLK**

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

Name: Dr. Larry H. Filer II

Title: City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**COMMONWEALTH OF VIRGINIA  
CITY OF NORFOLK, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, do hereby certify that Dr. Larry H. Filer II, City Manager, and Richard A. Bull, City Clerk, respectively, whose names as such are signed to the foregoing Special Warranty Deed, bearing date on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, have acknowledged the same before me in my City and State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

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

Notary ID No. \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
Deputy City Attorney

**EXHIBIT A**  
Legal Description

# Real Estate Tax Assessment

### Most Recent Real Estate Tax Assessment

Project: Block 17 Apartments

Block 17 is a land assemblage. To summarize the real estate tax assessment, the chart shows the tax assessment land value per square foot multiplied by the area within the Block 17 parcel.

The new Block 17 parcel value is **\$402,600.00**.

Current Parcel Owner	Tax Account Number	GPIN	Parcel Area (SF)	2021 Tax Assessed Land Value per Parcel (\$)	Land Value per Parcel SF (\$/SF)	Portion of Parcel within Block 17 (SF)	Calculated Parcel Value per SF	Calculated Parcel Land Value
300 St. Paul's Boulevard	50000590	1437163471	283,807 SF	\$ 4,473,800	\$ 15.7635	20,078 SF	\$ 15.7635	\$316,500.14
450 Posey Lane	50000588	1437164911	91,046 SF	\$ 637,300	\$ 6.9997	2,286 SF	\$ 4.99995	\$ 16,001.45
450 Walke Street	72796410	1437245994	954,131 SF	\$ 4,007,300	\$ 4.19994	6,565 SF	\$ 4.00007	\$ 27,572.66
ROW	N/A	N/A	28,588 SF	0	\$ 0	28,588 SF	\$ 1.4875 (solved)	\$ 42,525.75 (solved)
<b>Total:</b>			<b>1,357,572 SF</b>	<b>\$ 9,118,400</b>	<b>\$ 6.7167 /SF</b>	<b>57,517 SF</b>	<b>\$ 6.9997 / SF weighted average</b>	<b>\$402,600 city's tax assessed value</b>





810 Union Street, Room 402  
Norfolk, Virginia 23510  
(757) 664-4732

February 24, 2021

Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220

ATTN: JD Bondurant

RE: Block 17 Apartments  
Block 17, L.P  
600 East Freemason Street, Norfolk, VA 23510

Greetings,

The subject property referenced above ("Block 17") is being formed from multiple parcels, including a portion of the parcel located at 300 St. Paul's Boulevard (Tax Account No. 50000590), a portion of the parcel located at 450 Posey Lane (Tax Account Number 50000588), and a portion of the parcel located at 450 Walke Street (Tax Account Number 72796410). The 2020 tax assessments for these parcels are attached.

Accordingly, the assessed valuation of the subject property for 2021 will be \$402,600. This assessment is based upon current market conditions, zoning, and the highest and best use of the property as of the date of this letter. Future assessments of the subject property may vary depending on market conditions, legal restrictions, highest and best use considerations, etc. as of future assessment dates.

Please let me know if you have further questions.

Sincerely,

W.A. (Pete) Rodda, CAE, RES  
City Real Estate Assessor

ADMINISTRATIVE INFORMATION

OWNERSHIP

PARCEL NUMBER 50000590
Parent Parcel Number 31369405
Property Address 300 SAINT PAULS BLVD
Neighborhood South Brambleton
Property Class 611 611 Norfolk General Municipal
TAXING DISTRICT INFORMATION
Jurisdiction 272
Area 001 Norfolk
District 002 Sale Ratio District
Section & Plat 0752
Routing Number 1437163471

TRANSFER OF OWNERSHIP

Date

Printed 03/12/2021 Card No. 1 of 2

EXEMPT

VALUATION RECORD

Table with columns: Assessment Year, Reason for Change, Reassess, Table, Prod. Factor, Depth Factor, Base Rate, Adjusted Rate, Extended Value, Influence Factor, Value. Rows for years 2016, 2017, 2018, 2019, 2020, 2021.

Site Description

Topography: Level
Public Utilities: Water, Sewer, Gas, Electric
Street or Road: Paved, Sidewalk
Neighborhood: Improving
Zoning: 11 Primary Commercial/Indust Land
Legal Acres: 6.5153

LAND DATA AND CALCULATIONS

Table with columns: Rating, Measured Acreage, Table, Prod. Factor, Depth Factor, Base Rate, Adjusted Rate, Extended Value, Influence Factor, Value.

2020: 2nd Quarter 2020 - Demolition (\$217,700)
09/09/2020 - Demolished gas station per permit D20-0165
Project Cost - \$50,000. SBP
LSHD: Leasehold
03/11/2015 - Leasehold accounts 3136-9422, 9430 & 9500 are associated to parent account 5000-0590. Effective 07/01/2015.
SUBD: Subdivision
03/11/2015 - Account 3136-9405 was subd into 5000-0587, 0588 & 0590. Effective 07/01/2015. .bm

Supplemental Cards 4473800
TOTAL LAND VALUE 4473800

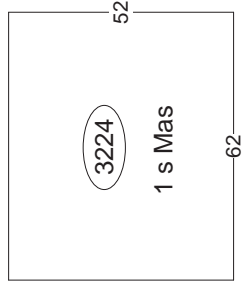
**IMPROVEMENT DATA**

**PHYSICAL CHARACTERISTICS**

ROOFING  
 Built-up  
 B 1 2 U  
 Frame Yes  
 Brick  
 Metal  
 Guard

FRAMING  
 B 1 2 U  
 F Res 0 3224 0 0

HEATING AND AIR CONDITIONING  
 B 1 2 U  
 Heat 0 3224 0 0  
 Sprink 0 3224 0 0



Popeyes



(LCM: 100.00)

**SPECIAL FEATURES**

ID	Use	Sty Hgt	Const Type	Grade	Year	Eff Const	Base Rate	Feat-ures	Adj Rate	Size or Area	Computed Value	Phys Obsol	Market %
C	FASTFDMS	0.00	Good	AVG	2000	2007	0.00	N	0.00	3224	0	0	100
01	PAVING	1.00	85	AV	2000	2000	1.75	N	1.75	15000	26250	25	100
													19700
													540300

**SUMMARY OF IMPROVEMENTS**

Data Collector/Date	Appraiser/Date	Neighborhood	Supplemental Cards
01/01/1900	01/01/1900	Neigh 200690 AV	TOTAL IMPROVEMENT VALUE
			560000

ADMINISTRATIVE INFORMATION

OWNERSHIP

TRANSFER OF OWNERSHIP

Card No. 2

of 2

Printed 03/12/2021

Date

VALUATION RECORD

Assessment Year

Reason for Change

VALUATION

Site Description

LAND DATA AND CALCULATIONS

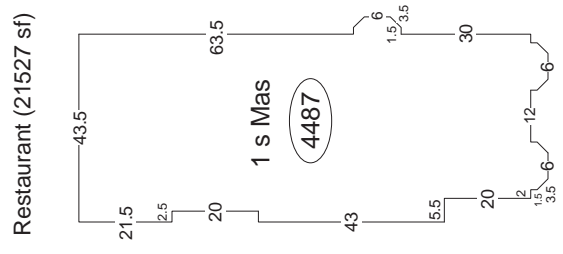
Land Type	Rating Soil ID	Measured Acreage	Table	Prod. Factor	Depth Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
	-or- Actual Frontage	-or- Effective Frontage	Effective Depth	-or- Square Feet	-or- Depth					

Supplemental Cards  
TOTAL LAND VALUE

**IMPROVEMENT DATA**

**PHYSICAL CHARACTERISTICS**

ROOFING  
 Built-up  
 WALLS  
 Frame 1 2 U  
 Brick Yes  
 Metal  
 Guard  
 FRAMING  
 F Res 0 1 2 U  
 0 4487 0 0  
 HEATING AND AIR CONDITIONING  
 Heat 0 1 2 U  
 0 4487 0 0  
 Sprink 0 4487 0 0



(LCM: 100.00)

**SPECIAL FEATURES**

Description	Value
C FASTFDMS	0.00
01 PAVING	3.00
02 CSTRGI	0.00

**SUMMARY OF IMPROVEMENTS**

ID	Use	Stry Hgt	Const Type	Grade	Year	Eff Const	Base Rate	Feat-ures	Adj Rate	Size or Area	Computed Value	Phys Obsol	Market %
C	FASTFDMS	0.00	Good	1989	2005	AV	0.00	N	0.00	4487	0	0	100
01	PAVING	3.00	85	Good	1989	AV	2.39	N	2.99	110	330	35	100
02	CSTRGI	0.00	89D	Good	1989	AV	11.20	N	14.56	320	4660	35	100
											728800	200	3000

**Data Collector/Date**  
 01/01/1900

**Appraiser/Date**  
 01/01/1900

**Neighborhood**  
 Neigh 200690 AV

**Supplemental Cards**  
 TOTAL IMPROVEMENT VALUE

732000

TRANSFER OF OWNERSHIP

OWNERSHIP

NRHA  
555 E MAIN ST  
NORFOLK, VA 23510-2200  
PARCEL C-2, 2.0901 AC

ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
50000588  
Parent Parcel Number  
31369405  
Property Address  
450 POSEY LA  
Neighborhood  
200690 South Brambleton  
Property Class  
621 621 NRHA General Municipal  
TAXING DISTRICT INFORMATION  
Jurisdiction 272  
Area 001 Norfolk  
District 002 Sale Ratio District  
Section & Plat 0752  
Routing Number 1437164911

Date  
03/06/2020 CITY OF NORFOLK  
Doc #: 200005634

\$0

EXEMPT

VALUATION RECORD

Assessment Year	07/01/2015	07/01/2016	07/01/2017	07/01/2018	07/01/2019	07/01/2020	07/01/2021
Reason for Change							
VALUATION	1365700	1365700	1365700	591800	591800	637300	637300
0	0	0	0	0	0	0	0
1	1365700	1365700	1365700	591800	591800	637300	637300

Site Description

Topography:  
Level  
Public Utilities:  
Water, Sewer, Gas, Electric  
Street or Road:  
Paved, Sidewalk  
Neighborhood:  
Improving  
Zoning:  
Legal Acres:  
2.0901

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	Acreage	Effective	-or- Depth	Rate	Rate	Value	Factor	
10	91046.00			7.00	7.00	637300		637300
1	Secondary Comm/Indust Land							

DVER: Deed Verification  
03/11/2020 - KLB  
04/14/2020 - CG  
SUBD: Subdivision  
03/11/2015 - Account 3136-9405 was subd into 5000-0587, 0588 &  
0590. Effective 07/01/2015. .bm  
Supplemental Cards  
TRUE TAX VALUE  
637300

Supplemental Cards  
TOTAL LAND VALUE  
637300

OWNERSHIP  
Tax ID J050743 72796410  
TRANSFER OF OWNERSHIP

NRHA  
PO BOX 968  
NORFOLK, VA 23501-0968  
BLKS A,B,C,H,I,J & PT G TDWTR PK

ADMINISTRATIVE INFORMATION  
PARCEL NUMBER  
72796410  
Parent Parcel Number

Property Address  
450 WALKER ST  
Neighborhood  
200690 South Brambleton  
Property Class  
622 622 NRHA Residential  
TAXING DISTRICT INFORMATION  
Jurisdiction 272

Bk/Pg: 9999, 9999

Date

11/11/1911

\$0

# EXEMPT

## VALUATION RECORD

Assessment Year	07/01/2015	07/01/2016	07/01/2017	07/01/2018	07/01/2019	07/01/2020	07/01/2021
Reason for Change							
VALUATION	3053200	3053200	3053200	3434900	3434900	3816600	4007300
0	1350000	1350000	1350000	1350000	1350000	1350000	1350000
1	16553200	16553200	16553200	16934900	16934900	17316600	17507300

### Site Description

Topography:

Public Utilities:

Street or Road:

Neighborhood:

Zoning:

Legal Acres:  
21.9039

### LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Adjusted	Extended	Influence	Value
Soil ID	Acreage	Effective	Depth Factor	Rate	Value	Factor	
-or-	-or-	Depth	-or-				
Frontage	Frontage	Frontage	Square Feet				
1	Secondary Comm/Indust Land	10	954131.00	7.00	6678900.4	-40%	4007300

Supplemental Cards

TRUE TAX VALUE 4007300

Supplemental Cards

TOTAL LAND VALUE 4007300

**IMPROVEMENT DATA**



01

**PHYSICAL CHARACTERISTICS**

(LCM: 100.00)

**SPECIAL FEATURES**

Description	Value
01 true tax	0.00

**SUMMARY OF IMPROVEMENTS**

ID	Use	Year Const	Year Eff Const	Year Cond	Base Rate	Feat-ures	Adj Rate	Size or Area	Computed Value	Phys Obsol	Market %
01	true tax	0.00	0.00	2005	2005	AV	0.00	N	0.00	0	0
				Avg	2005	2005	AV	0.00	0	0	0
									SV	100	100
											13500000

Supplemental Cards  
 TOTAL IMPROVEMENT VALUE

Neighborhood  
 Neigh 200690 AV

Appraiser/Date

Data Collector/Date

13500000



F

Third-Party RESNET  
Rater Certification  
(MANDATORY)



Appendix F
RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).

In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

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

In addition provide HERS rating documentation as specified in the manual

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

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

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

Additional Optional Certifications

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

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

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

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

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

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

Signed: [Signature]

Date: 3/10/21

Printed Name: Stacey Smith

Resnet Provider Agency
Viridian

RESNET Rater
Signature [Signature]

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



viridiant

Project Name: Block 17  
Construction Type: New Constructon  
Energy Efficiency Path: Energy Star

Unit Type	Quantity	HERS
1bd 2nd floor	8	60
1bd 4th floor	4	63
2bd 2nd floor	27	60
2bd 4th floor	14	62
3bd 2nd floor	10	60
3bd 4th floor	5	62
Projected Project HERS - Weighted Average		61

# Home Energy Rating Certificate Projected Report

Rating Date:  
Registry ID:  
Ekotrope ID: KvpDoMKv

## HERS® Index Score:

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)

# 62

## Annual Savings

# \$694

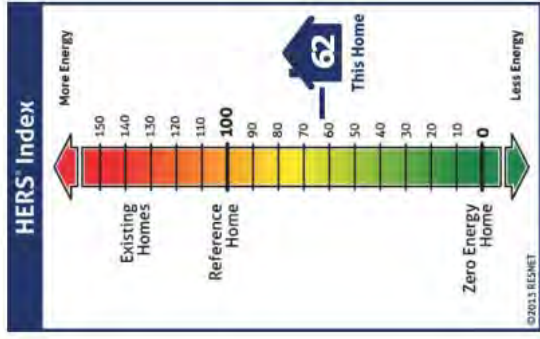
\*Relative to an average U.S. home

**Home:**  
600 East Freemason Street  
Norfolk, VA 23510  
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.4
Cooling	1.5
Hot Water	5.5
Lights/Appliances	12.2
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>22.7</b>

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Block 17 - 2BR End 4th Floor
Community:	Block 17
Conditioned Floor Area:	953 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Water Heater • Electric • 0.94 UEF
House Tightness:	4 ACH50
Ventilation:	35 CFM • 36 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Vaulted Roof, R-22
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319  
**Rating Company:** Viridian  
1431 W. Main Street, Richmond, VA 23220  
**Rating Provider:** Viridian  
1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater  
Digitally signed: 3/10/21 at 11:56 AM



# Home Energy Rating Certificate Projected Report

Rating Date:  
Registry ID:  
Ekotrope ID: KLZMQz52

## HERS® Index Score:

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)

# 60

## Annual Savings

# \$858

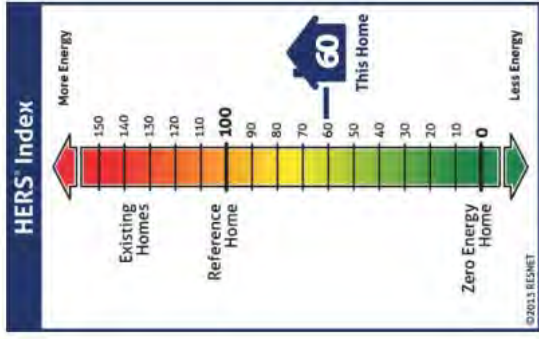
\*Relative to an average U.S. home

**Home:**  
600 East Freemason Street  
Norfolk, VA 23510  
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	4.1
Cooling	1.4
Hot Water	6.6
Lights/Appliances	14.3
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>26.4</b>

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



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Block 17 - 3BR Interior Floor 2
Community:	Block 17
Conditioned Floor Area:	1,303 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Water Heater • Electric • 0.94 UEF
House Tightness:	4 ACH50
Ventilation:	45 CFM • 36 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319  
**Rating Company:** Viridian  
1431 W. Main Street, Richmond, VA 23220  
**Rating Provider:** Viridian  
1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater  
Digitally signed: 3/10/21 at 11:56 AM



# Home Energy Rating Certificate Projected Report

Rating Date:  
Registry ID:  
Ekotrope ID: KLZMQQx2

## HERS® Index Score:

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)

# 62

## Annual Savings

# \$827

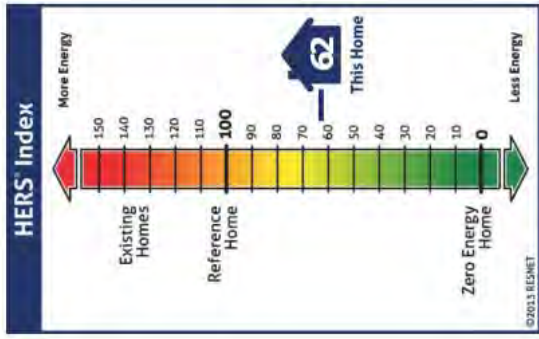
\*Relative to an average U.S. home

**Home:**  
600 East Freemason Street  
Norfolk, VA 23510  
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.8
Cooling	1.9
Hot Water	6.6
Lights/Appliances	14.3
Service Charges	0.0
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>26.6</b>

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



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Block 17 - 3BR Interior Floor 4
Community:	Block 17
Conditioned Floor Area:	1,303 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Water Heater • Electric • 0.94 UEF
House Tightness:	4 ACH50
Ventilation:	45 CFM • 36 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Vaulted Roof, R-22
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319  
**Rating Company:** Viridian  
1431 W. Main Street, Richmond, VA 23220  
**Rating Provider:** Viridian  
1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater  
Digitally signed: 3/10/21 at 11:56 AM



# Home Energy Rating Certificate Projected Report

Rating Date:  
Registry ID:  
Ekotrope ID: Od4DB5Ed

## HERS® Index Score:

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)

# 60

## Annual Savings

# \$569

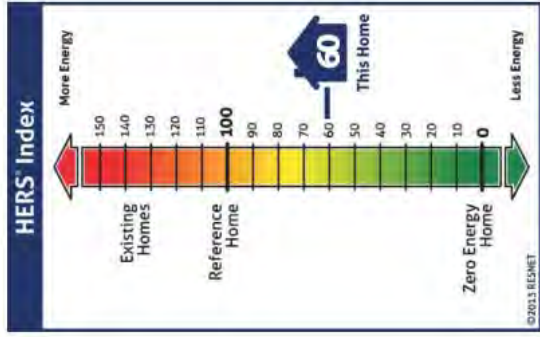
\*Relative to an average U.S. home

**Home:**  
600 East Freemason Street  
Norfolk, VA 23510  
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	2.4
Cooling	0.8
Hot Water	4.0
Lights/Appliances	10.7
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>17.9</b>

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



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Block 17 - 1BR Interior Floor 2
Community:	Block 17
Conditioned Floor Area:	763 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Water Heater • Electric • 0.94 UEF
House Tightness:	4 ACH50
Ventilation:	35 CFM • 36 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319  
**Rating Company:** Viridian  
1431 W. Main Street, Richmond, VA 23220  
**Rating Provider:** Viridian  
1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater  
Digitally signed: 3/10/21 at 11:56 AM



# Home Energy Rating Certificate

## Projected Report

Rating Date:  
Registry ID:  
Ekotrope ID: AvjV75Vv

### HERS® Index Score:

# 63

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

# \$547

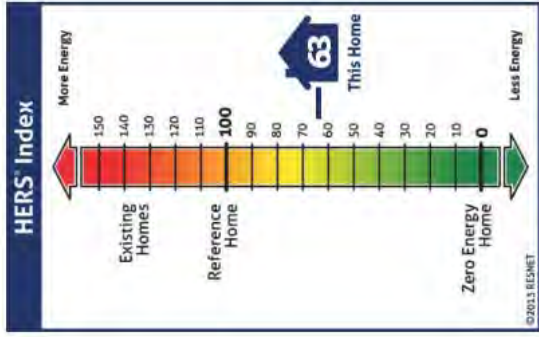
\*Relative to an average U.S. home

**Home:**  
600 East Freemason Street  
Norfolk, VA 23510  
**Builder:**

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	2.2
Cooling	1.1
Hot Water	4.0
Lights/Appliances	10.7
Service Charges	0.0
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>18.0</b>

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



### Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Block 17 - 1BR Interior Floor 4
Community:	Block 17
Conditioned Floor Area:	763 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Water Heater • Electric • 0.94 UEF
House Tightness:	4 ACH50
Ventilation:	35 CFM • 36 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Vaulted Roof, R-22
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319  
**Rating Company:** Viridian  
1431 W. Main Street, Richmond, VA 23220  
**Rating Provider:** Viridian  
1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater  
Digitally signed: 3/10/21 at 11:56 AM





# Home Energy Rating Certificate Projected Report

Rating Date:  
Registry ID:  
Ekotrope ID: x25D1eMv

## HERS® Index Score:

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)

# 60

## Annual Savings

# \$716

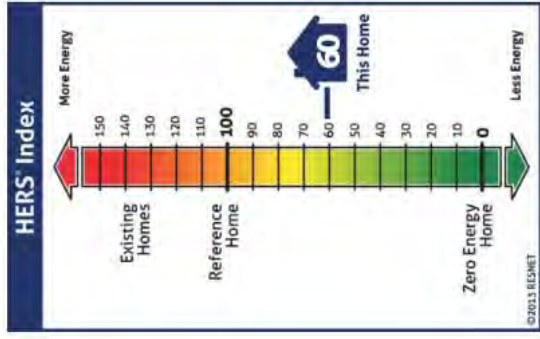
\*Relative to an average U.S. home

**Home:**  
600 East Freemason Street  
Norfolk, VA 23510  
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.6
Cooling	1.1
Hot Water	5.5
Lights/Appliances	12.2
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>22.5</b>

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Block 17 - 2BR End
Community:	Block 17
Conditioned Floor Area:	953 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Water Heater • Electric • 0.94 UEF
House Tightness:	4 ACH50
Ventilation:	35 CFM • 36 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.27
Foundation Walls:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319  
**Rating Company:** Viridian  
1431 W. Main Street, Richmond, VA 23220  
**Rating Provider:** Viridian  
1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater  
Digitally signed: 3/10/21 at 11:56 AM



G

Zoning Certification Letter  
(MANDATORY)



**DATE:** February 2, 2021

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

**RE:** ZONING CERTIFICATION

Name of Development: Block 17 Apartments

Name of Owner/Applicant: Block 17, L.P.

Name of Seller/Current Owner: Norfolk Redevelopment and Housing Authority

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

**DEVELOPMENT DESCRIPTION:**

Development Address:

600 E Freemason Street, Norfolk, VA 23510  
\_\_\_\_\_  
\_\_\_\_\_

Legal Description:

See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Improvements:

- New Construction: 68 # Units 1 # Buildings 110,000 Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: \_\_\_\_\_ # Units \_\_\_\_\_ # Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: \_\_\_\_\_ # Units \_\_\_\_\_ # Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.

Zoning Certification, cont'd



Current Zoning: D-SP (Downtown - St. Paul's) allowing a density of  
(no maximum) units per acre, and the following other applicable conditions: n/a

Other Descriptive Information:

Block 17 Apartments will be a mixed-income, mixed-use, 68-unit family community comprised of 1-, 2-,  
and 3-bedroom units. This project is part of the City of Norfolk and NRHA St. Paul's Area CNI redevelopment.

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

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

  
Signature

Jeremy Sharp  
Printed Name

Zoning Administrator  
Title of Local Official or Civil Engineer

(757) 823-1087  
Phone:

2/2/21  
Date:

**NOTES TO LOCALITY:**

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



Project: Block 17 Apartments  
 Legal Description

All that certain proposed lot, piece or parcel of land, lying and being in the City of Norfolk, Virginia and described as follows: Beginning at a point at the northwest intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed western right-of-way line of Church Street; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 274.35 feet, a chord bearing of N78°46'55"W, and a chord length of 273.84 feet to a point at the northeast intersection of said proposed northern right-of-way line of Freemason Avenue and the proposed eastern right-of-way line of Festival Street; thence along said proposed eastern right-of-way line of Festival Street N04°30'48"E a distance of 142.68 feet to a point; thence with a curve turning to the left with a radius of 24.00 feet, an arc length of 65.71 feet, a chord bearing of N04°03'00"E, and a chord length of 47.03 feet to a point; thence with a curve turning to the right with a radius of 145.00 feet, an arc length of 4.61 feet, a chord bearing of N23°42'04"W, and a chord length of 4.61 feet to a point on the proposed southern right-of-way line of Posey Lane; thence along said proposed southern right-of-way line of Posey Lane N69°47'12"E a distance of 37.71 feet to a point at the southeast intersection of said proposed southern right-of-way line of Posey Lane and the proposed southern right-of-way line of Transit Center Drive; thence along said proposed southern right-of-way line of Transit Center Drive S79°15'23"E a distance of 212.95 feet to a point; thence with a curve turning to the right with a radius of 1770.00 feet, an arc length of 43.42 feet, a chord bearing of S78°33'13"E and a chord length of 43.42 feet to a point at the southwest intersection of said proposed southern right-of-way line of Transit Center Drive and the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street with a curve turning to the left with a radius of 1047.00 feet, an arc length of 10.47 feet, a chord bearing of S08°40'57"W, and a chord length of 10.47 feet to a point; thence S08°23'46"W a distance of 203.19 feet to the True Point and Place of Beginning, containing 57,517 square feet or 1.320 acres.

H

Attorney's Opinion  
(MANDATORY)

March 15, 2021

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

RE: 2021 Tax Credit Reservation Request

Name of Development: Block 17 Apartments  
Name of Owner: Block 17, L.P.

Ladies & Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package (of which this opinion is a part) dated March 15, 2021 (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

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.

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

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

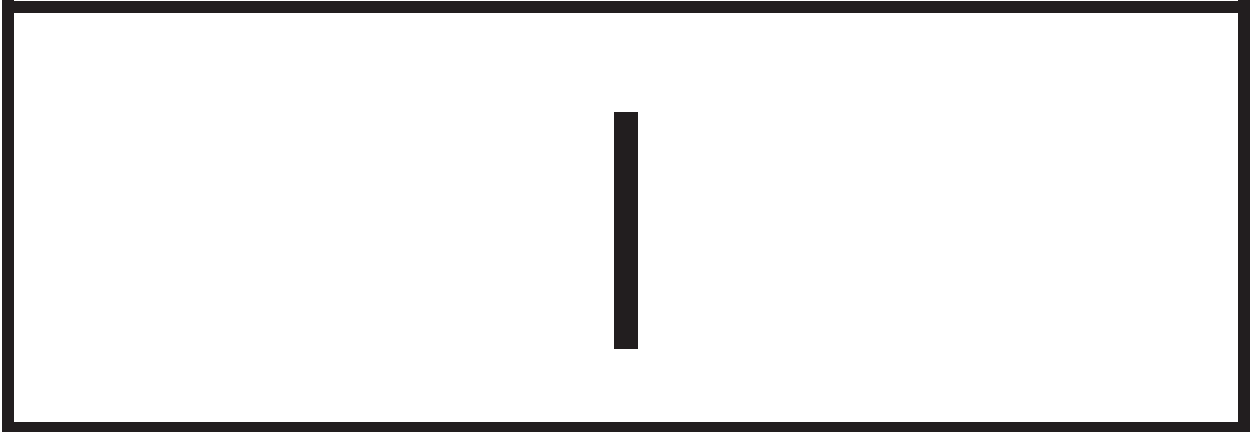
**This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.**

Firm Name: Klein Hornig LLP

By:  \_\_\_\_\_  
Erik T. Hoffman  
Its: Partner







# Nonprofit Questionnaire

(MANDATORY for points or pool)

This deal does not require  
information behind this tab.

J

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

This deal does not require  
information behind this tab.

K

Documentation of  
Development Location

## Census Tract Information

Project: Block 17 Apartments

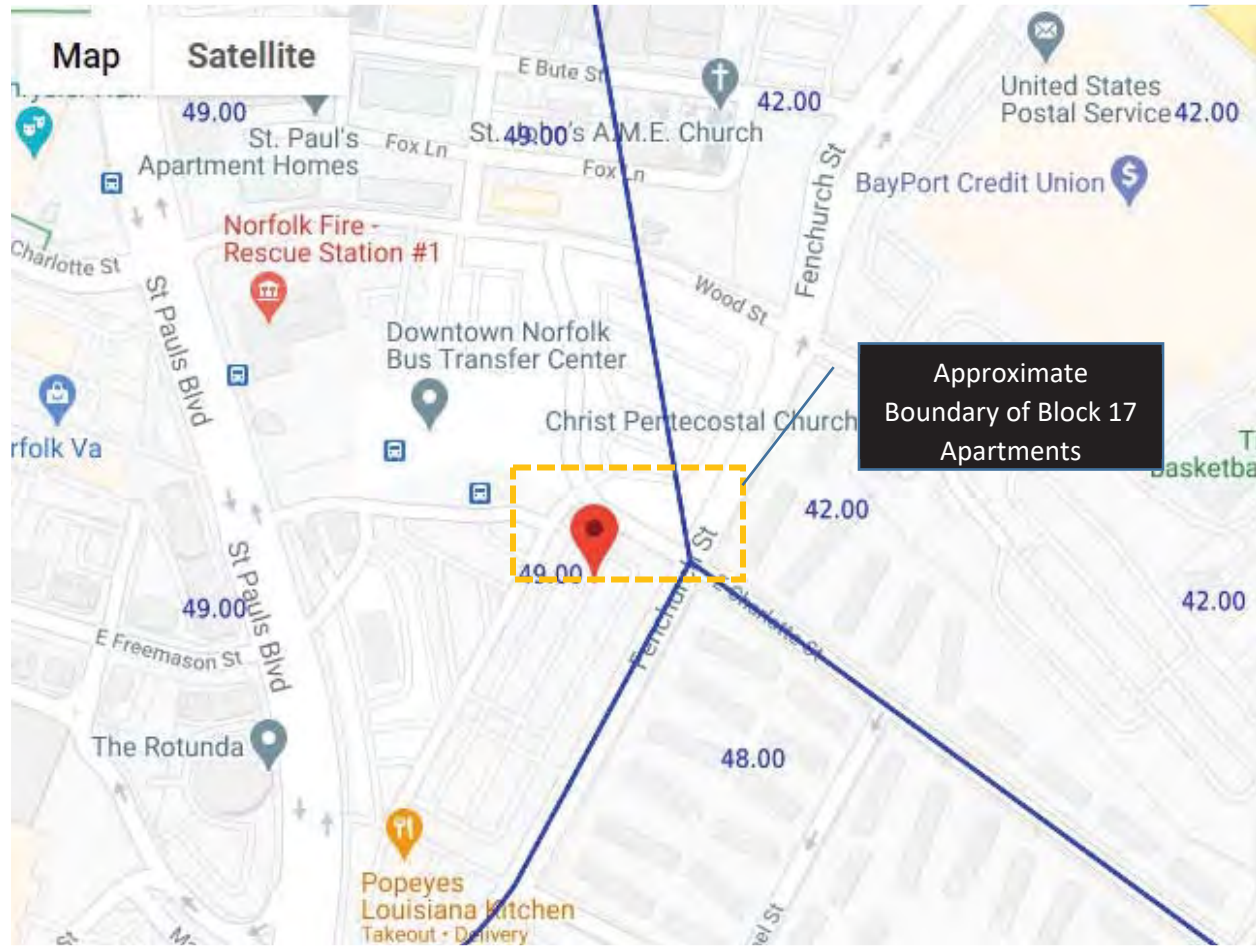
**CENSUS TRACT INFORMATION**

Block 17 Apartments includes areas within 3 different Census Tracts: 42.00, 48.00, and 49.00. There are data discrepancies between the HUD Source Map and the Virginia Housing Map.

Areas of concern are: 1) boundaries for Census Tracts 42.00 & 49.00 and 2) DDA designations. Because of the varying boundaries, we are unable to determine exact areas for each designation.

Census Tract	DDA		QCT		Tract Boundaries between HUD And Virginia Housing Maps
	HUD	Virginia Housing	HUD	Virginia Housing	
49.00	No	No	No	No	Different
48.00	Yes	No	Yes	Yes	Same
42.00	Portion	No	Yes	Yes	Different

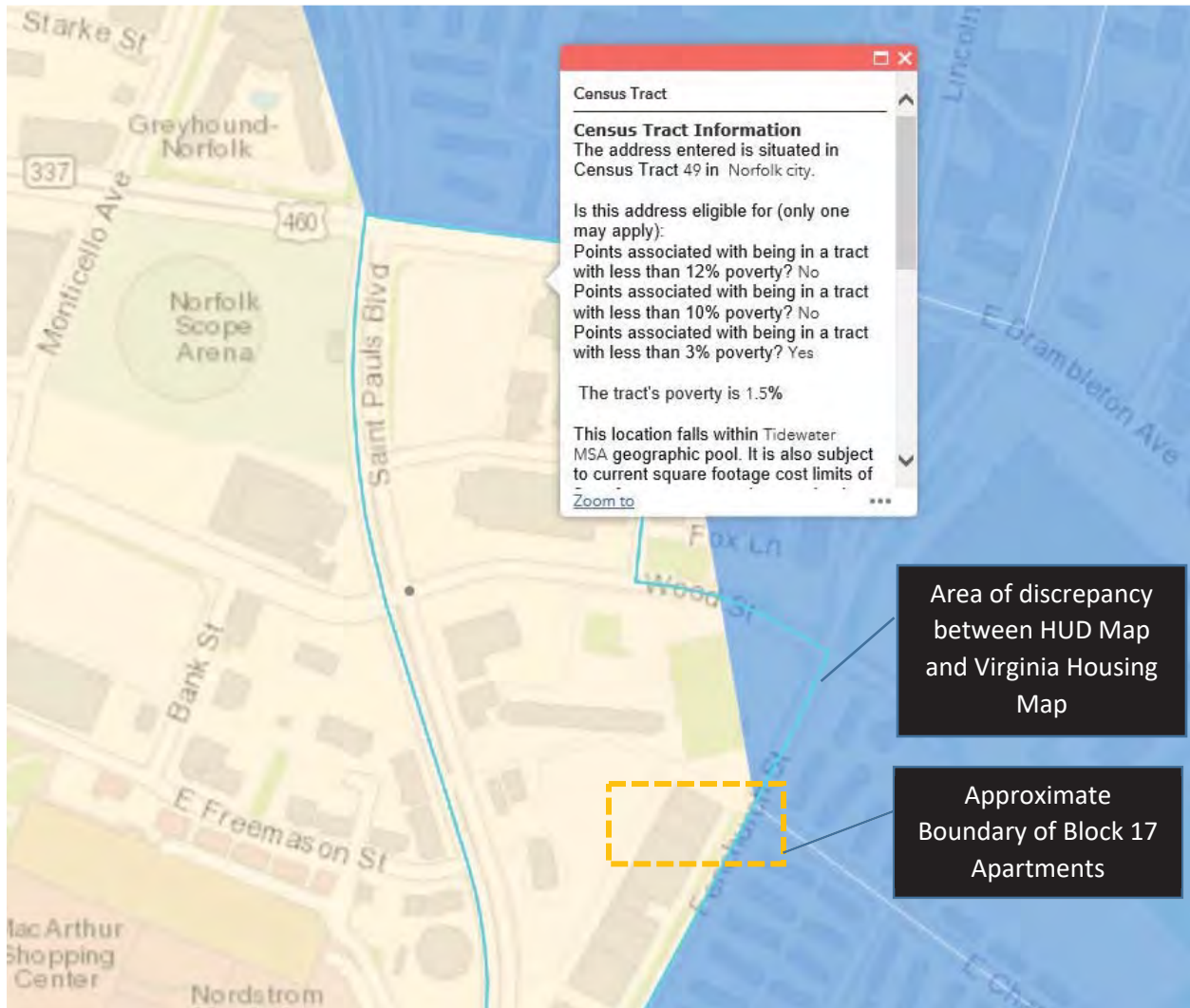
HUD MAP:



Source: [https://www.huduser.gov/Portal/sadda/sadda\\_qct.html](https://www.huduser.gov/Portal/sadda/sadda_qct.html)  
 Layers: Show Tracts Outline; Year 2021

Project: Block 17 Apartments

Virginia Housing Map has different boundaries than the HUD Map for Census Tracts 42.00 & 49.00.



Source:

<https://vhda.maps.arcgis.com/apps/webappviewer/index.html?id=3e69e44ac39547f4bdccbd1573a833>



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. (10 points)
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 the definition of target area for single-family purposes, but do not include ACEDS. (10 points)
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. (10 points)
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. (15 points)
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. (15 points)

*The above-referenced development is located in a Revitalization Area in the Town/City/County of Norfolk City, 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.

6. The development is located in a Qualified Opportunity Zone and has a binding commitment of funding. Documentation must include a firm commitment of funding from a Qualified Opportunity Fund (QOF). Evidence of the self-certification to become a QOF must be provided with the commitment for funding. (15 points)

By: *Michelle Boy*  
Office of the City Attorney

By: *Susan Perry*  
DEPT. Office of St Paul's Transform

NORFOLK, VIRGINIA

# R-4 RESOLUTION NO. 1,823

A RESOLUTION TO EXPAND THE GREATER ST. PAUL'S REVITALIZATION AREA ESTABLISHED BY RESOLUTION NO. 1,635.

-----  
WHEREAS, by resolution number 1,635 adopted by City Council on February 23, 2016, the City designated the area generally to the east of St. Paul's Boulevard, to the south of East Bute Street, to the west of Fenchurch Street, and to the north of Mariner Street in the City of Norfolk as the Greater St. Paul's Revitalization Area;

WHEREAS, the City desires to expand the boundary of the Greater St. Paul's Revitalization Area to include additional land to the south of the existing Greater St. Paul's Revitalization Area;

WHEREAS, pursuant to §36-55.30 of the Code of Virginia, 1950, as amended (the "Code"), the Virginia Housing and Development Authority ("VHDA") is granted and may exercise powers related to the development and financing of residential housing in the Commonwealth of Virginia; and

WHEREAS, a municipality may designate a revitalization area pursuant to §36-55.30:2 of the Code to empower VHDA to provide financing for a mixed-income housing project in such revitalization area; and

WHEREAS, a revitalization area can be distinguished from a "Redevelopment Area" in that designation of a revitalization area is for the purpose of enabling VHDA to provide financing for a mixed-income housing project whereas designation as a "Redevelopment Area" is for the purpose of giving a redevelopment and housing authority certain enumerated powers to act within the area to further the redevelopment objectives of the authority; and

WHEREAS, an important aspect of the City's vision is to help create healthy, vibrant mixed-income communities, replete with market rate and affordable housing options, increased economic activity that expands job opportunities for all residents, and amenities that adequately address local resident demands, including quality shopping, cultural and recreational resources, and high-performing schools; and

WHEREAS, in keeping with the City's vision set forth above and pursuant to § 36-55.30:2 of the Code, the City Council desires to expand the Greater St. Paul's Revitalization Area by designating and establishing the area of the City within the boundary lines shown on Exhibit A attached hereto as a revitalization area known as the "Greater St. Paul's Revitalization Area"; now, therefore

BE IT RESOLVED by the Council of the City of Norfolk:

Section 1: That the Greater St. Paul's Revitalization Area is hereby expanded by designating and establishing the area of the City within the boundary lines shown on Exhibit A attached hereto as a revitalization area to be known as the "Greater St. Paul's Revitalization Area".

Section 2:- That the City Council hereby finds (i) the areas to be added to the Greater St. Paul's Revitalization Area are (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, and (2) the industrial, commercial or other economic development of the areas to be added to the Greater St. Paul's Revitalization Area will benefit the City 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 to 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 the areas to be added to the Greater St. Paul's Redevelopment 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.

Section 3:- That this resolution shall be in effect from and after its adoption.

Attachment: Exhibit A (1 page)

Adopted by Council February 9, 2021  
Effective February 9, 2021

TRUE COPY  
TESTE:



*Richard A. Bull*

---

RICHARD ALLAN BULL

BY:

---

CHIEF DEPUTY CITY CLERK

Exhibit A



K.2 Location Map



Norfolk, VA



K.2

Location Map

K.2 Location Map



K.3

Surveyor's Certification of  
Proximity to Public  
Transportation

### Surveyor's Certification of Proximity to Transportation

DATE: January 25, 2021

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

RE: 2021 Tax Credit Reservation Request  
Name of Development: Block 17 Apartments  
Name of Owner: Block 17, L.P.

Gentlemen:

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

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

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Timmons Group  
Firm Name

By: John Zaszewski



Its: Group Leader

Title





PHA/Section 8 Notification  
Letter



## PHA or Section 8 Notification Letter

Development Name: Block 17 Apartments  
Tracking #: 2021-C-25

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

### **General Instructions**

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

# PHA or Section 8 Notification Letter

## BRINSHORE

666 Dundee Road Suite 1102 Northbrook, Illinois 60062 Phone: 847-562-9400 Fax: 847-562-9401 www.brinshore.com

**DATE:** February 9, 2021

**TO:** Mr. Ronald Jackson  
Norfolk Redevelopment and Housing Authority  
555 E. Main Street, Norfolk, VA 23510

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Block 17 Apartments

Name of Owner: Block 17, L.P.

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 July 1, 2023 (date).

The following is a brief description of the proposed development:

Development Address:

600 E Freemason Street, Norfolk, VA 23510

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>68</u>	# units	<u>1</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u>        </u>	# units	<u>        </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u>        </u>	# units	<u>        </u>	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ <u>        </u>	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>625 - 1100</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>745 - 1285</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>845 - 1600</u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u>        </u>	/ month

Other Descriptive Information:

Block 17 Apartments will be a mixed-income, mixed-use, 68-unit family community comprised of 1-, 2-, and 3-bedroom units.

This project is part of the City of Norfolk and NRHA St. Paul's Area CNI redevelopment.

# PHA or Section 8 Notification Letter

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We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (224)927-5053.

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

Sincerely yours,




Richard J. Sciorino

Name

Principal

Title

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

Seen and Acknowledged By: 

Printed Name: RONALD JACKSON

Title: Executive Director

Phone: 757-563-4483

Date: 2/10/21



M

Locality CEO Response  
Letter



February 3, 2021

John D. Bondurant  
Director of LIHTC Programs  
Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220

Re: VHDA Tracking Number: 2021-C-25  
Development Name: Block 17 Apartments  
Name of Owner/Applicant: Block 17, L.P.

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the City of Norfolk. Accordingly, the City of Norfolk supports the allocation of federal housing tax credits requested by Block 17, L.P. for this development.

Sincerely,

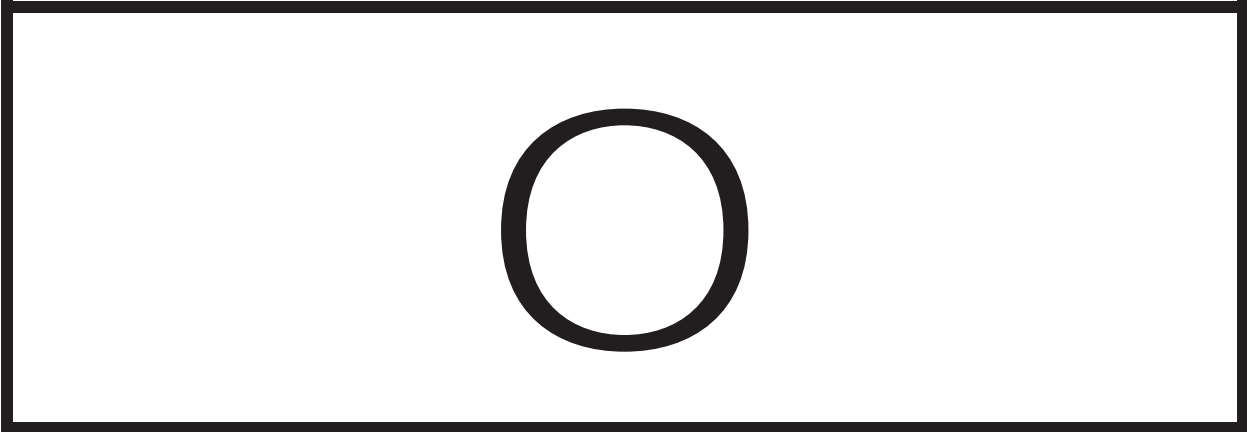
A handwritten signature in black ink, appearing to read "Larry H. Filer II".

Dr. Larry H. Filer II  
City Manager

N

Homeownership Plan

This deal does not require  
information behind this tab.



O

Plan of Development  
Certification Letter

This deal does not require  
information behind this tab.

P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership agreements

## VHDA Experienced LIHTC Developers

### Notes:

Updated: 3/4/2021

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

I Listed if documentation supported at least 6 LIHTC developments

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

See LIHTC Manual for instructions on being added to this list

### INDIVIDUALS

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

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

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



Q

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



Ronald Jackson, *Executive Director*

Commissioners  
Donald Musacchio, *Chair*  
Alphonso Albert, *Vice Chair*  
Rose Arrington  
Ken Benassi  
Joe Dillard  
Richard Gresham  
Suzanne Puryear

February 24, 2021

Block 17, L. P.  
ATTN: Richard Sciortino  
666 Dundee Road Suite 1102  
Northbrook, IL 60062

Dear Mr. Sciortino:

NRHA has reviewed the proposals received in response to the PBV solicitation. This is a letter of intent to notify you that the below referenced project has been selected to be awarded PBV rental assistance.

Development Name:	Block 17 Apartments
Development Address:	600 E. Freemason St., Norfolk, VA 23510
Owner/Developer Name:	Block 17, LP
Owner/Developer Address:	666 Dundee Road Suite 1102 Northbrook, IL 60062
Owner/Developer Contact Person:	Richard Sciortino
Contact Telephone Number:	224-927-5053
Contact Email Address:	richs@brinshore.com
Total Number of Units	68
Proposed Number of PBV Units	23

NRHA is required to select PBV proposals which meet the mandatory HUD criteria for the PBV program and that are in accordance with the competitive selection procedures of NRHA's Administrative Plan. Based on the below criteria this project meets the HUD Mandatory Criteria and ranks competitively in satisfying the NRHA's PHA Administrative Plan requirements.

HUD Mandatory Criteria include:

- The location of the project is within the PHA's jurisdiction or the PHA has been authorized to administer the program in accordance with 24 CFR 982
- The proposal is for an eligible housing type.
- The owner has site control.
- For new construction and rehabilitation housing, construction has not started.
- The project does not exceed the 25 percent cap with exceptions provided for in 24 CFR 983.56(b).



- Gross rents are within the PHA’s payment standards.
- Proposed project is consistent with local PHA requirements stated in the RFP.
- The owner is eligible, not on the GSA list of contractors excluded from participation in federal procurements, and does not have a conflict of interest.
- The project will be available for occupancy 24 months.
- The proposal is complete.
- This project meets the HUD Mandatory Criteria and ranks competitively in satisfying the NRHA’s PHA Administrative Plan requirements.

HUD stipulates that the initial rent for a PBV project may not exceed the lessor of:

- 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary of HUD) for the unit bedroom size minus any applicable utility allowances;
- The reasonable rent; or
- The rent requested by the owner.

NRHA is issuing this Letter of Intent to award rental housing assistance utilizing the 2020 fair market rents for Norfolk, Virginia as a basis under the following proposed contract rent schedule:

**Rent Scheduled and Proposed Contract Rents (The gross rents listed in the submitted proposal exceeds the current payment standards) Prior to submitting your subsidy layering review for HUD approval; NRHA will conduct a rent reasonableness review to identify the initial monthly contract rents.**

Unit Size	# of Units	Proposed Monthly Contract Rent per Unit	Monthly Utility Allowance	Proposed Gross Contract Rent per unit
1 Bedroom	3	\$907.00	\$161.00	\$1,068.00
2 Bedrooms	14	\$1,045.00	\$215.00	\$1,260.00
3 Bedrooms	6	\$1,512.00	\$268.00	\$1,780.00

Note: Prior to executing the Agreement to Enter into a Housing Assistance Payments Contract (AHAP), you must comply with the following:

**Environmental Review Requirement (ER)**

All PBV projects are subject to HUD environmental regulations found at 24 CFR parts 50 and 58. Written documentation is required from the community’s “responsible entity” that the project either complies with all environmental requirements as stated in the National Environmental Policy Act (NEPA) or is categorically excluded from a federal environmental review under NEPA. The “responsibility entity” is generally an official from the city or the local community development office. A copy of the complete ER file that includes the review, the public notice, the request for release of funds (RROF) and HUD’s letter approving the RROF must be submitted to NRHA

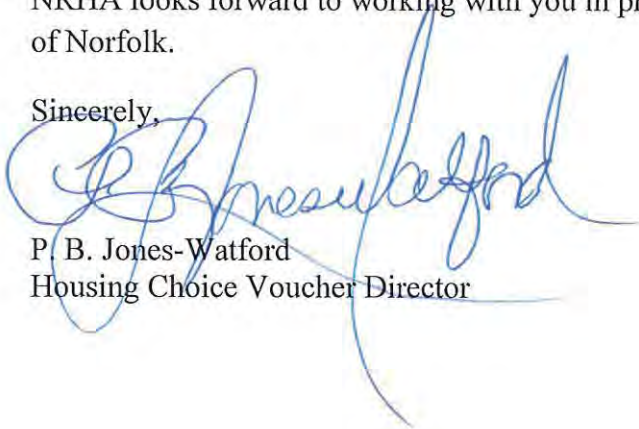
**Subsidy Layering Review (SLR)**

SLRs must be completed and approved by HUD for all PBV projects that utilize other publicly supported housing funds. The SLR is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits (24 CFR 983.55)

Should you have any questions concerning this Letter of Intent or the NRHA –PBV Program, please feel free to contact me at 757-624-8629 or via email at [pjoneswatford@nrha.us](mailto:pjoneswatford@nrha.us).

NRHA looks forward to working with you in providing affordable rental housing to the residents of Norfolk.

Sincerely,



P. B. Jones-Watford  
Housing Choice Voucher Director

R

Documentation of  
Operating Budget  
and Utility Allowance

## Utility Allowance Calculation

# ProCraft Inspection Services

757.362.2300 • www.procraftinspections.com

January 21, 2021

Re: Block 17, Norfolk, VA

The monthly average water and sewer utility cost for Block 17 new construction units has been estimated to be:

\$43 for a one bedroom  
\$62 for a two bedroom  
\$82 for a three bedroom

The monthly average electric cost for Block 17 new construction units has been estimated to be:

\$62 for a one bedroom  
\$71 for a two bedroom  
\$88 for a three bedroom

\*One bedroom assumes 2 occupants; two bedrooms assume 3 occupants and three bedrooms assume 4 occupants.

Pursuant to Option 2 in the VHDA Utility Allowance Options and Procedures issued on February 12, 2009, the utilities were estimated by an unrelated RESNET professional using an energy consumption model. The estimate reflects current rates as of December, 2020.

Respectfully,



Brad Brinke  
ProCraft Inspection Services  
HERS Rater #7280903

Block 19

Energy audits • energy ratings • weatherization • property inspections



# ProCraft Inspection Services

757.362.2300 • www.procraftinspections.com

Norfolk, VA

## Water Fixtures Used:

- 1.28gpf toilet
- 1.5gpm shower head
- Electric dishwasher
- Electric Washing Machine

Block 17 was modeled using the EPA's "Water Sense Home" baseline figures of 70 gallons per person per day. By using the ultra-low flow fixtures and other water saving devices in the units a savings of 27.95 gallons per day is created. When subtracted from the EPA estimate a comparable unit will use 42.05 gallons of water per day per person.

## Electric Fixtures Used:

- Electric water heater
- Refrigerator
- Dishwasher
- Electric heat pump

Electric rates at 2.1086 cents for the first 800 KWH and 1.1943 cents for over 800 KWH  
Monthly Meter Fee \$6.58



Energy audits • energy ratings • weatherization • property inspections



S

Supportive Housing  
Certification

This deal does not require  
information behind this tab.

T

Funding Documentation

CCI Grant  
Commitment of Funding



Ronald Jackson, *Executive Director*

March 12, 2021

Block 17, L.P.  
c/o Richard Sciortino  
Brinshore Development, LLC  
666 Dundee Road, Suite 1102  
Northbrook, IL 60062

☛ Commissioners

Donald Musacchio, *Chair*  
Alphonso Albert, *Vice Chair*  
Rose Arrington  
Ken Benassi  
Joe Dillard  
Richard Gresham  
Suzanne Puryear

RE: COMMITMENT OF FUNDING – CCI CHOICE NEIGHBORHOODS IMPLEMENTATION GRANT FUNDS

Dear Mr. Sciortino:

As part of the Choice Neighborhoods Implementation – Critical Community Improvement ("CCI") grant awarded to the Norfolk Redevelopment Housing Authority ("NRHA") and the City of Norfolk for the redevelopment of the Tidewater Gardens public housing property, NRHA hereby commits the following funds to the development, Block 17 Apartments, ("Project"), subject to final HUD approval:

- Amount: Up to \$1,000,000 (One Million Dollars)
- Term: 40 years
- Interest Rate: 0%
- Amortization: Interest Only
- Repayment: Balloon payable at the time of future capital event

NRHA's Commitment to provide the Loan is contingent upon (i) an award of low Income Housing Tax Credits ("LIHTC") from Virginia Housing Development Authority ("VHDA") for the Project in the 2021 competitive round and (ii) execution of loan documents acceptable to NRHA, in its sole discretion. The Partnership may not assign this Commitment without the prior written consent of NRHA, which consent shall be in NRHA's sole and absolute discretion.

The Borrower has represented that it will comply with all requirements, restrictions, and provisions in its application and, if awarded, any approvals for financing from VHDA and NRHA

Should you have any questions, please contact NRHA's Project Lead for the Tidewater Gardens CNI, Steve Morales at 757.624.8646.



Signed,



Ronald Jackson  
Executive Director

**ACKNOWLEDGED AND ACCEPTED**



Richard J. Sciortino  
Authorized Representative  
Block 17, L.P.



CNI Grant  
Commitment of Funding



Ronald Jackson, *Executive Director*

March 12, 2021

Block 17, L.P.  
c/o Richard Sciortino  
Brinshore Development, LLC  
666 Dundee Road, Suite 1102  
Northbrook, IL 60062

➤ **Commissioners**  
Donald Musacchio, *Chair*  
Alphonso Albert, *Vice Chair*  
Rose Arrington  
Ken Benassi  
Joe Dillard  
Richard Gresham  
Suzanne Puryear

RE: COMMITMENT OF FUNDING - CHOICE NEIGHBORHOODS IMPLEMENTATION GRANT FUNDS

Dear Mr. Sciortino:

As part of the Choice Neighborhoods Implementation ("CNI") grant awarded to the Norfolk Redevelopment Housing Authority ("NRHA") and the City of Norfolk for the redevelopment of the Tidewater Gardens public housing property, NRHA hereby commits the following funds to the development, Block 17 Apartments, ("Project"), subject to final HUD approval:

- Amount: Up to \$ 500,000 (Five Hundred Thousand Dollars)
- Term: 40 years
- Interest Rate: 0%
- Amortization: Interest Only
- Repayment: Balloon payable at the time of future capital event

NRHA's Commitment to provide the Loan is contingent upon (i) an award of low Income Housing Tax Credits ("LIHTC") from Virginia Housing Development Authority ("VHDA") for the Project in the 2021 competitive round and (ii) execution of loan documents acceptable to NRHA, in its sole discretion. The Partnership may not assign this Commitment without the prior written consent of NRHA, which consent shall be in NRHA's sole and absolute discretion.

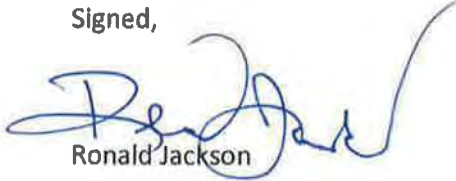
The Borrower has represented that it will comply with all requirements, restrictions, and provisions in its application and, if awarded, any approvals for financing from VHDA and NRHA.

Should you have any questions, please contact NRHA's Project Lead for the Tidewater Gardens CNI, Steve Morales at 757.624.8646.



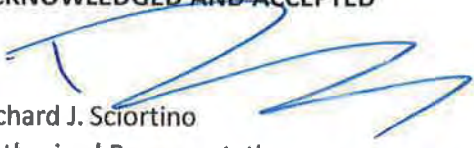


Signed,



Ronald Jackson  
Executive Director

**ACKNOWLEDGED AND ACCEPTED**



Richard J. Sciortino  
Authorized Representative  
Block 17, L.P.



City of Norfolk  
Public Improvements/Investment  
Commitment Letter

February 23, 2021

Richard Sciortino  
Block 17, LP  
c/o Brinshore Development, LLC  
666 Dundee Road, Suite 1102  
Northbrook, IL 60062

**RE: INFRASTRUCTURE IMPROVEMENTS FOR BLOCK 17 – ST. PAULS CNI**

Dear Mr. Sciortino:

The City of Norfolk, through the St. Paul's Choice Neighborhoods Initiative ("CNI"), is pleased to provide in-kind funding to the St. Paul's CNI project for Block 17 through infrastructure improvements necessitated by the project, entailing a new road network and public utilities including new storm and sanitary sewer through the redeveloped neighborhood, which will total at least \$11,558,000.00 in value.

Specific to this phase, I, acting in my capacity as City Manager, hereby agree (a) to support the City's provision of public improvements (storm and sanitary sewers, a pump station, water, and street improvements), which will be necessary for and will directly benefit the Block 17 development, with construction to begin in 2021 and (b) to instruct City departments to use all commercially reasonable efforts to complete the improvements by the end of 2023. Funds for the public improvements referenced above have been appropriated generally and in part by the City pursuant to Ordinance No. 47,636 (our budget ordinance) adopted by City Council on May 14, 2019. Further, the City Council of the City of Norfolk adopted Resolution No. 1,697 authorizing the City to proceed with revitalization efforts in the St. Paul's neighborhoods. A copy of Resolution No. 1,697 is attached. Ordinance 47,636 is available upon request.

The specific public improvements along Freemason Street, Transit Center Drive, and Church Street, and the Alleyway which totals approximately 976 linear feet and runs on all four sides directly adjacent to all the Block 17 property line, will be constructed by the City of Norfolk during the construction period of the LIHTC transaction for an estimated cost of \$3,095,219.00, based on the Timmons Group (civil engineering consultant for the City) estimate of probable cost. Please note that to be conservative, we have only requested recognition of 80% of this estimated cost, which equals \$2,476,175.00, to account for any bidding discrepancy. After completion of construction and to be included in the 8609 application, we will provide evidence validating this investment expenditure to VHDA.

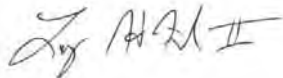
Please note that the public infrastructure located on the project is intended for general public use though it is necessitated by the project, and you, as the developer, are obligated to fund,

Block 17, LP  
February 23, 2021  
Re: Infrastructure Improvements for Block 17 – St. Paul's CNI  
Page 2

construct, and dedicate to the City these improvements as a condition to receiving building permits. This letter does not eliminate these obligations.

Should you have any questions, please contact the City's Project Lead for the Tidewater Gardens CNI, Dr. Susan Perry at 757-752-1978.

Sincerely,



Dr. Larry H. Filer II  
City Manager

**ACKNOWLEDGED AND ACCEPTED**



---

Richard Sciortino  
Authorized Representative  
Block 17, LP

12/7/2017 lm

Form and Correctness Approved:

By [Signature]  
Office of the City Attorney

Contents Approved:

By [Signature]  
DEPT. SUSAN PERRY  
Office of Resilience

NORFOLK, VIRGINIA

## Resolution 1,697

R-3

A RESOLUTION AUTHORIZING THE CITY MANAGER TO INITIATE A PROCESS FOR THE DEVELOPMENT OF A PLAN TO REVITALIZE THAT AREA OF THE CITY COMPRISED OF THE TIDEWATER GARDENS, YOUNG TERRACE AND CALVERT SQUARE COMMUNITIES.

- - -

WHEREAS, the Tidewater Gardens, Young Terrace and Calvert Square communities were built in the early to mid-1950s to provide safe, sanitary and affordable housing to thousands of low income Norfolk residents displaced by large-scale post-World War II federally funded redevelopment projects in and around downtown; and

WHEREAS, these communities have served deserving families well, but development and growth in Norfolk and regionally since then has left them isolated, economically challenged and vulnerable to recurrent flooding due to sea level rise and the low-lying terrain they were built on; and

WHEREAS, a series of community meetings has been held with residents, institutions and businesses to gather input about what is desired for the area to become, the results of which have been shared with all community participants in a report including desired features, housing improvements,

physical amenities and human development programs to build better communities in the St. Paul's area; and

WHEREAS, the desired features, housing improvements and physical amenities cannot be achieved without the demolition of the existing housing units in the Tidewater Gardens, Young Terrace and Calvert Square communities; and

WHEREAS, the City and Norfolk Redevelopment and Housing Authority desire to partner with community stakeholders to transform these communities and their surrounding environs, comprising an approximate 200-acre area, and the lives of its residents by creating safe and thriving mixed-income, mixed-use neighborhoods and improving access to quality affordable housing, jobs, services and amenities; and

WHEREAS, it is recognized that comprehensive human development services will be critical to the achievement of self-sufficiency and independence for current residents of these communities, including job training, employment assistance, education and life-long learning opportunities; and

WHEREAS, the Norfolk City Council has authorized the establishment of a Mayor's Advisory Committee for the St. Paul's area to be chaired by two members of City Council to provide leadership and work collaboratively with residents, Council members and the city manager and Norfolk Redevelopment and

Housing Authority on the revitalization of the St. Paul's area;  
now, therefore,

BE IT RESOLVED by the Council of the City of Norfolk:

Section 1:- That the City Manager is hereby directed to work with the Norfolk Redevelopment and Housing Authority to engage community stakeholders in the development of a revitalization plan for that part of the city generally bounded by Virginia Beach Boulevard on the north, City Hall Avenue on the south, Tidewater Drive on the east and St. Paul's Boulevard on the west, which includes the Young Terrace, Tidewater Gardens and Calvert Square communities.

Section 2:- That the City Manager is hereby directed to develop a human services transformation plan that provides supportive service programs aimed at enhancing life outcomes for residents and involving intensive case management where each family's needs and circumstances are holistically assessed and services are provided based on identified priorities.

Section 3:- That the City and Norfolk Redevelopment and Housing Authority, in collaboration with residents, shall develop a coordinated, comprehensive revitalization plan in a manner that recognizes the following guiding principles:

a. Community redevelopment decisions shall be family-focused, and family priorities will be paramount in service delivery and relocation decisions;

b. Honoring the housing choices of families affected by the redevelopment of their communities shall be the highest priority;

c. Collaborative partnerships shall be pursued to implement a human development plan that will include high quality supportive services in the areas of employment, education, public safety, housing services and health, including nutrition;

d. Economic development benefits can mitigate costs but not outweigh family-focused decision making;

e. Revitalization strategies shall strive to have positive impacts on surrounding neighborhoods; and

f. Decision making will reflect continuous input, transparency and feedback from residents and all other stakeholders.

Section 4:- That the City Manager is authorized to submit support letters to the Norfolk Redevelopment and Housing Authority to fulfill Annual Plan and transformation processes as required by the U. S. Department of Housing and Urban Development.

Section 5:- That the City Manager is directed to provide regular reports to City Council on the revitalization planning and, if applicable, implementation process.

Section 6:- That this resolution shall be in effect from and after its adoption.

Adopted by Council January 23, 2018  
Effective January 23, 2018

TRUE COPY  
TESTE:

\_\_\_\_\_  
R. BRECKENRIDGE DAUGHTREY, CITY CLERK

BY: \_\_\_\_\_  
DEPUTY CITY CLERK





November 24, 2020

To the Honorable Council  
City of Norfolk, Virginia

Item Number: R-12

Re: A Resolution Reaffirming the Process for the Development of a Plan to Revitalize the St. Paul's Area and Establishing a Standard for the Future, Mixed-Income Community and a Guaranteed Right to Return.

Dear Ladies and Gentlemen:

Attached is a resolution to follow and enhance the Council's previous expression of its support for the plan to revitalize the St. Paul's area. The prior resolution was adopted on January 23, 2018. Today's resolution addresses goals for the plan that were not set out in the prior resolution.

Specifically, this resolution memorializes that the plan shall be sufficient to accommodate the return of all current residents of the Tidewater Gardens community who desire and are able to return and, to support that end, states that the City shall assist such residents in overcoming impediments to returning that may arise.

Finally, if adjustments are made to the plan by adding new housing units to accommodate returning residents, this resolution maintains that the City shall adjust the plan so as to respect and protect the Council's expressed goal of fostering a mixed-income, diverse, safe, healthy and vibrant neighborhood of opportunity for the St. Paul's area.

Respectfully submitted,

Bernard A. Pishko  
City Attorney

Recommendation: Adopt Ordinance

Form and Correctness Approved:

*BAP*

Contents Approved:

By:



Office of the City Attorney

By:



DEPT. City Attorney's Office

NORFOLK, VIRGINIA

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## Resolution No.

A RESOLUTION REAFFIRMING THE PROCESS FOR THE DEVELOPMENT OF A PLAN TO REVITALIZE THE ST. PAUL'S AREA AND ESTABLISHING A STANDARD FOR THE FUTURE, MIXED-INCOME COMMUNITY AND A GUARANTEED RIGHT TO RETURN.

- - -

WHEREAS, there is a portion of the City of Norfolk that has been the subject of discussions about revitalization which has, over many years, come to be known as the "St. Paul's area," which is defined for purpose of this Resolution as that land presently improved with the public housing communities of Tidewater Gardens, Young Terrace, and Calvert Square as well as their surrounding environs, comprising a total of approximately 200 acres and generally bounded on the west by St. Paul's Avenue, on the north by East Virginia Beach Boulevard, on the east by Tidewater Drive, and on the south by East City Hall Avenue;

WHEREAS, this City Council did, on January 23, 2018, resolve to authorize the City Manager to initiate a process for the development of a plan to revitalize the St. Paul's area ("Plan");

WHEREAS, the execution of the Plan is currently imminent, relying, in part, on grant funds secured from the United States Department of Housing and Urban Development ("HUD") through its Choice Neighborhoods program for that portion of the St. Paul's area that is defined in the Choice Neighborhoods Initiative grant awarded by HUD in May of 2019 ("CNI Area");

WHEREAS, those public housing dwelling units located in the Tidewater Gardens community that are situated in that portion of the St. Paul's area identified as the CNI Area are obsolete as to physical condition, location, or other factors, making them no longer suitable for housing purposes and, therefore, are the subject of an application for demolition and disposition, now pending with HUD;

WHEREAS, the Plan is designed and intended to reduce or eliminate the harmful effects of segregation and poverty by fostering a mixed-income, diverse, safe, healthy and vibrant neighborhood of opportunity and, to that end, reduces the concentration of public housing dwelling units in the CNI Area;

WHEREAS, in order to ensure that the benefits of the revitalization Plan accrue to those who are most impacted by the demolition that will be required in order to accomplish it, every member of every household residing in every dwelling unit in the Tidewater Gardens community as of February 28, 2019 that is hereafter demolished or disposed of should have a right to

return to a new dwelling unit constructed either in accordance with the provisions of the CNI grant or in the St. Paul's area; and

WHEREAS, the City Council desires to clearly establish that the goal for the future community in the St. Paul's area is one that encourages, advances, and preserves residency by persons and families of various levels of income while protecting the right of existing residents to return to the area; now, therefore,

BE IT RESOLVED by the Council of the City of Norfolk:

Section 1:- That Resolution No. 1,697, adopted on January 23, 2018 ("the Resolution"), is hereby reaffirmed;

Section 2:- That the total number of rent-subsidized and rent-restricted residential dwelling units constructed in the St. Paul's area, which area includes but is not limited to the CNI Area, at the conclusion of the development shall be sufficient to accommodate the return of all current residents of the Tidewater Gardens community who desire and are able to return.

Section 3:- That, in the event that the number of new rent-subsidized and rent-restricted residential dwelling units that are identified and proposed in the Plan as of the date of this Resolution are insufficient to accommodate the return of all those residents of the Tidewater Gardens community who desire and are able to return, the City shall cause to be constructed additional rent-subsidized and rent-restricted residential dwelling units in the St. Paul's area until the number of such units is sufficient to accommodate every person who was a resident of the Tidewater Gardens community as of February 28, 2019 and who desires and is able to return to the St. Paul's area. The ability of any resident to return shall conform to and be consistent with the eligibility for occupancy criteria approved by the Board of Commissioners for the Norfolk Redevelopment and Housing Authority in its Return Policy for Residents of Tidewater Gardens, adopted by resolution dated November 12, 2020.

Section 4:- That that City shall work to ensure that

financial assistance is provided to persons who have and who are exercising the right to return in order to overcome any impediments to returning that may arise, such as fees for early termination of leases, utility service account deposits and connection fees, actual moving expenses, and security deposits.

Section 5:- That, in the event that any new rent-subsidized and rent-restricted residential dwelling units are constructed in the St. Paul's area beyond the maximum number that is identified in the Plan as of the date of this Resolution in order to accommodate the right to return described herein, the City shall adjust the Plan so as to respect and protect the City Council's expressed goal of fostering a mixed-income, diverse, safe, healthy and vibrant neighborhood of opportunity for the St. Paul's area and, to that end, may make accommodation in the Plan for the construction of additional dwelling units that are neither rent-subsidized nor rent-restricted.

Section 6: - That this resolution shall be in effect from the date of its adoption.

## Land Contribution



810 Union Street, Room 402  
Norfolk, Virginia 23510  
(757) 664-4732

February 24, 2021

Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220

ATTN: JD Bondurant

RE: Block 17 Apartments  
Block 17, L.P  
600 East Freemason Street, Norfolk, VA 23510

Greetings,

The subject property referenced above ("Block 17") is being formed from multiple parcels, including a portion of the parcel located at 300 St. Paul's Boulevard (Tax Account No. 50000590), a portion of the parcel located at 450 Posey Lane (Tax Account Number 50000588), and a portion of the parcel located at 450 Walke Street (Tax Account Number 72796410). The 2020 tax assessments for these parcels are attached.

Accordingly, the assessed valuation of the subject property for 2021 will be \$402,600. This assessment is based upon current market conditions, zoning, and the highest and best use of the property as of the date of this letter. Future assessments of the subject property may vary depending on market conditions, legal restrictions, highest and best use considerations, etc. as of future assessment dates.

Please let me know if you have further questions.

Sincerely,

W.A. (Pete) Rodda, CAE, RES  
City Real Estate Assessor

ADMINISTRATIVE INFORMATION

OWNERSHIP

PARCEL NUMBER 50000590
Parent Parcel Number 31369405
Property Address 300 SAINT PAULS BLVD
Neighborhood South Brambleton
Property Class 611 611 Norfolk General Municipal
TAXING DISTRICT INFORMATION
Jurisdiction 272
Area 001 Norfolk
District 002 Sale Ratio District
Section & Plat 0752
Routing Number 1437163471

TRANSFER OF OWNERSHIP

Date

Printed 03/12/2021 Card No. 1 of 2

EXEMPT

VALUATION RECORD

Table with columns: Assessment Year, Reason for Change, Reassess, Table, Effective, Depth, Base Rate, Adjusted Rate, Extended Value, Influence Factor, Value. Rows for years 2016, 2017, 2018, 2019, 2020, 2021.

Site Description

Topography: Level
Public Utilities: Water, Sewer, Gas, Electric
Street or Road: Paved, Sidewalk
Neighborhood: Improving
Zoning: 1 Primary Commercial/Indust Land
Legal Acres: 6.5153

LAND DATA AND CALCULATIONS

Table with columns: Rating, Measured Acreage, Table, Prod. Factor, Soil ID, Actual Frontage, Effective Frontage, Depth, Base Rate, Adjusted Rate, Extended Value, Influence Factor, Value.

2020: 2nd Quarter 2020 - Demolition (\$217,700)
09/09/2020 - Demolished gas station per permit D20-0165
Project Cost - \$50,000. SBP
LSD: Leasehold
03/11/2015 - Leasehold accounts 3136-9422, 9430 & 9500 are associated to parent account 5000-0590. Effective 07/01/2015.
SUBD: Subdivision
03/11/2015 - Account 3136-9405 was subd into 5000-0587, 0588 & 0590. Effective 07/01/2015. .bm

Supplemental Cards 4473800
TOTAL LAND VALUE 4473800

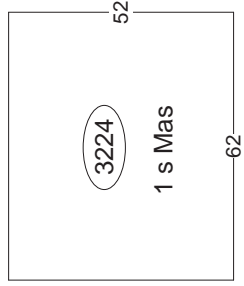


**IMPROVEMENT DATA**

**PHYSICAL CHARACTERISTICS**

ROOFING  
 Built-up  
 B 1 2 U  
 Frame Yes  
 Brick  
 Metal  
 Guard

FRAMING  
 B 1 2 U  
 F Res 0 3224 0 U  
 HEATING AND AIR CONDITIONING  
 Heat 0 3224 0 U  
 Sprink 0 3224 0 0



Popeyes



(LCM: 100.00)

**SPECIAL FEATURES**

ID	Use	Sty Hgt	Const Type	Year Const	Year Eff	Const	Grade	Cond	Year	Base Rate	Feat-ures	Adj Rate	Size or Area	Computed Value	Phys Obsol	Market %	Depr	Adj	Comp	Value
C	FASTFDMS	0.00	Good	2000	2007	AV	0.00	N	0.00	0.00	N	0.00	3224	0	0	0	0	0	100	540300
01	PAVING	1.00	AVG	2000	2000	AV	1.75	N	1.75	1.75	N	1.75	15000	26250	25	0	100	100	19700	19700

**SUMMARY OF IMPROVEMENTS**

Data Collector/Date	Appraiser/Date	Neighborhood	Supplemental Cards
01/01/1900	01/01/1900	Neigh 200690 AV	TOTAL IMPROVEMENT VALUE
			560000

ADMINISTRATIVE INFORMATION

OWNERSHIP

TRANSFER OF OWNERSHIP

Printed 03/12/2021

Card No. 2

of 2

Date

VALUATION RECORD

Assessment Year

Reason for Change

VALUATION

Site Description

LAND DATA AND CALCULATIONS

Land Type	Rating Soil ID	Measured Acreage	Table	Prod. Factor	Depth Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
	-or- Actual Frontage	-or- Effective Frontage	Effective Depth	-or- Square Feet	-or- Depth					

Supplemental Cards  
TOTAL LAND VALUE



TRANSFER OF OWNERSHIP

OWNERSHIP

NRHA  
555 E MAIN ST  
NORFOLK, VA 23510-2200  
PARCEL C-2, 2.0901 AC

ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
50000588  
Parent Parcel Number  
31369405  
Property Address  
450 POSEY LA  
Neighborhood  
200690 South Brambleton  
Property Class  
621 621 NRHA General Municipal  
TAXING DISTRICT INFORMATION  
Jurisdiction 272  
Area 001 Norfolk  
District 002 Sale Ratio District  
Section & Plat 0752  
Routing Number 1437164911

Date  
03/06/2020 CITY OF NORFOLK  
Doc #: 200005634

\$0

EXEMPT

VALUATION RECORD

Assessment Year	07/01/2015	07/01/2016	07/01/2017	07/01/2018	07/01/2019	07/01/2020	07/01/2021
Reason for Change							
VALUATION	1365700	1365700	1365700	591800	591800	637300	637300
0	0	0	0	0	0	0	0
1	1365700	1365700	1365700	591800	591800	637300	637300

Site Description

Topography:  
Level  
Public Utilities:  
Water, Sewer, Gas, Electric  
Street or Road:  
Paved, Sidewalk  
Neighborhood:  
Improving  
Zoning:  
Legal Acres:  
2.0901

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	Acreage	Effective	Depth	Rate	Rate	Value	Factor	
-or-	-or-	Depth	Square Feet					
10	91046.00			7.00	7.00	637300		637300
1	Secondary Comm/Indust Land							

DVER: Deed Verification  
03/11/2020 - KLB  
04/14/2020 - CG  
SUBD: Subdivision  
03/11/2015 - Account 3136-9405 was subd into 5000-0587, 0588 &  
0590. Effective 07/01/2015. .bm  
Supplemental Cards  
TRUE TAX VALUE  
637300

Supplemental Cards  
TOTAL LAND VALUE  
637300

OWNERSHIP  
Tax ID J050743 72796410  
TRANSFER OF OWNERSHIP

NRHA  
PO BOX 968  
NORFOLK, VA 23501-0968  
BLKS A,B,C,H,I,J & PT G TDWTR PK

ADMINISTRATIVE INFORMATION  
PARCEL NUMBER  
72796410  
Parent Parcel Number

Property Address  
450 WALKER ST  
Neighborhood  
200690 South Brambleton  
Property Class  
622 622 NRHA Residential  
TAXING DISTRICT INFORMATION  
Jurisdiction 272

Bk/Pg: 9999, 9999

Date

11/11/1911

\$0

# EXEMPT

### VALUATION RECORD

Assessment Year	07/01/2015	07/01/2016	07/01/2017	07/01/2018	07/01/2019	07/01/2020	07/01/2021
Reason for Change							
VALUATION	3053200	3053200	3053200	3434900	3434900	3816600	4007300
0	1350000	1350000	1350000	1350000	1350000	1350000	1350000
1	16553200	16553200	16553200	16934900	16934900	17316600	17507300

### Site Description

Topography:

Public Utilities:

Street or Road:

Neighborhood:

Zoning:

Legal Acres:  
21.9039

### LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Adjusted	Extended	Influence	Value
Soil ID	Acreage		-or-	Rate	Value	Factor	
-or-	Effective	Effective	Depth	Rate	Value		
Frontage	Frontage	Depth	Square Feet				
1	Secondary Comm/Indust Land	10	954131.00	7.00	6678900.4	-40%	4007300

Supplemental Cards

TRUE TAX VALUE 4007300

Supplemental Cards

TOTAL LAND VALUE 4007300



### Most Recent Real Estate Tax Assessment

Project: Block 17 Apartments

Block 17 is a land assemblage. To summarize the real estate tax assessment, the chart shows the tax assessment land value per square foot multiplied by the area within the Block 17 parcel.

The new Block 17 parcel value is **\$402,600.00**.

Current Parcel Owner	Tax Account Number	GPIN	Parcel Area (SF)	2021 Tax Assessed Land Value per Parcel (\$)	Land Value per Parcel SF (\$/SF)	Portion of Parcel within Block 17 (SF)	Calculated Parcel Value per SF	Calculated Parcel Land Value
300 St. Paul's Boulevard	50000590	1437163471	283,807 SF	\$ 4,473,800	\$ 15.7635	20,078 SF	\$ 15.7635	\$316,500.14
450 Posey Lane	50000588	1437164911	91,046 SF	\$ 637,300	\$ 6.9997	2,286 SF	\$ 4.99995	\$ 16,001.45
450 Walke Street	72796410	1437245994	954,131 SF	\$ 4,007,300	\$ 4.19994	6,565 SF	\$ 4.00007	\$ 27,572.66
ROW	N/A	N/A	28,588 SF	0	\$ 0	28,588 SF	\$ 1.4875 (solved)	\$ 42,525.75 (solved)
<b>Total:</b>			<b>1,357,572 SF</b>	<b>\$ 9,118,400</b>	<b>\$ 6.7167 /SF</b>	<b>57,517 SF</b>	<b>\$ 6.9997 / SF weighted average</b>	<b>\$402,600 city's tax assessed value</b>

Block 17 Parcel Information



PARCEL C-1-B  
(INST #190005819)  
M/F  
CITY OF NORFOLK  
(INST #040001907)

**PROPOSED  
BLOCK 20**  
AREA = 75,709 SQ. FT.  
OR 1.738 ACRES

**PROPOSED  
TRANSIT CENTER DRIVE**  
60' PUBLIC R/W

GPIN 1437164911

GPIN: N/A

**PROPOSED  
BLOCK 17**  
AREA = 57,517 SQ. FT.  
OR 1.320 ACRES

GPIN 1437163471

**FESTIVAL STREET**  
35' PUBLIC R/W

**PROPOSED  
BLOCK 18**  
AREA = 64,488 SQ. FT.  
OR 1.480 ACRES

**PROPOSED  
FREEMASON AVENUE**  
VARIABLE WIDTH PUBLIC R/W

**PROPOSED  
BLOCK 8**  
AREA = 148,048 SQ. FT.  
OR 3.399 ACRES

**FENCHURCH  
STREET**  
(68' R/W)

**PROPOSED  
CHURCH STREET**  
VARIABLE WIDTH PUBLIC R/W

GPIN 1437245994

GPIN: 1437245994

PORTION OF  
CHURCH  
STREET  
TO BE CLOSED

PORTIONS OF  
FENCHURCH STREET  
TO BE CLOSED

PORTION OF ROSEL LANE  
TO BE CLOSED





## 5 Legal Descriptions of parcels to be platted to create the new Block 17

### **Tax Account Number: 50000590**

Beginning at a point at the northeast intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed eastern right-of-way line of Festival Street; thence along said proposed eastern right-of-way line of Festival Street N04°30'48"E a distance of 142.68 feet to a point; thence with a curve turning to the left with a radius of 24.00 feet, an arc length of 29.47 feet, a chord bearing of N47°18'50"E, and a chord length of 27.65 feet to a point on the existing southern right-of-way line of Posey Lane; thence along said existing southern right-of-way line of Posey Lane with a curve turning to the left with a radius of 145.00 feet, an arc length of 62.28 feet, a chord bearing of S49°56'36"E, and a chord length of 61.80 feet to a point; thence S62°14'55"E a distance of 105.74 feet to a point; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.59 feet, a chord bearing of S17°35'40"E, and a chord length of 14.06 feet to a point on the existing western right-of-way line of Fenchurch Street; thence along said western right-of-way line of Fenchurch Street S27°03'35"W a distance of 87.89 feet to a point at the proposed northern right-of-way line of Freemason Avenue; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 138.18 feet, a chord bearing of N81°48'13"W, and a chord length of 138.11 feet to the True Point and Place of Beginning, containing 20,078 square feet or 0.461 acre.

### **Tax Account Number: 50000588**

Beginning at a point at the northwest intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed western right-of-way line of Church Street; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 47.59 feet, a chord bearing of N73°44'59"W, and a chord length of 47.58 feet to a point on the existing eastern right-of-way line of Fenchurch Street; thence along said existing eastern right-of-way line of Fenchurch Street N27°03'35"E a distance of 54.05 feet to a point on the existing southern right-of-way line of Charlotte Street; thence along said existing southern right-of-way line of Charlotte Street with a curve turning to the right with a radius of 10.00 feet, an arc length of 17.06 feet, a chord bearing of N75°56'26"E, and a chord length of 15.07 feet to a point; thence S55°10'43"E a distance of 17.77 feet to a point on the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street S08°23'46"W a distance of 55.56 feet to the True Point and Place of Beginning, containing 2,222 square feet or 0.051 acre.

### **Tax Account Number: 50000588**

Commencing at a point at the northwest intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street N08°23'46"E a distance of 122.64 feet to a point on the existing northern right-of-way line of Charlotte Street, said point being the True Point and Place of Beginning; thence along said existing northern right-of-way line of Charlotte Street with a curve turning to the right with a radius of 10.00 feet, an arc length of 13.18 feet, a chord bearing of N10°41'18"W, and a chord length of 12.24 feet to a point on the existing

eastern right-of-way line of Fenchurch Street; thence along said existing eastern right-of-way line of Fenchurch Street N27°03'35"E a distance of 12.51 feet to a point on the proposed western line of Church Street; thence along said proposed western right-of-way line of Church Street S08°23'46"W a distance of 23.42 feet to the True Point and Place of Beginning, containing 64 square feet or 0.001 acre.

**Tax Account Number: 72796410**

Commencing at a point at the southwest intersection of the proposed southern right-of-way line of Transit Center Drive and the proposed western right-of-way line of Church Street; thence along said proposed southern right-of-way line of Transit Center Drive with a curve turning to the left with a radius of 1770.00 feet, an arc length of 43.42 feet, a chord bearing of N78°33'13"W, and a chord length of 43.42 feet to a point; thence N79°15'23"W a distance of 23.55 feet to a point on the existing western right-of-way line of Fenchurch Street, said point being the True Point and Place of Beginning; thence along said existing western right-of-way line of Fenchurch Street S27°03'35"W a distance of 56.33 feet to a point on the existing northern right-of-way line of Posey Lane; then along said existing northern right-of-way line of Posey Lane with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.83 feet, a chord bearing of S72°24'20"W, and a chord length of 14.23 feet to a point; thence N62°14'55"W a distance of 104.90 feet to a point; thence with a curve turning to the right with a radius of 95.00 feet, an arc length of 55.17 feet, a chord bearing of N45°36'45"W, and a chord length of 54.40 feet to a point on the proposed southern right-of-way line of Transit Center Drive; thence along said proposed southern right-of-way line of Transit Center Drive S79°15'23"E a distance of 173.94 feet to the True Point and Place of Beginning, containing 6,565 square feet or 0.151 acre.

**Tax Account Number: N/A current City ROW**

Beginning at the southwest intersection of the proposed southern right-of-way line of Transit Center Drive and the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street with a curve turning to the left with a radius of 1047.00 feet, an arc length of 10.47 feet, a chord bearing of S08°40'57"W, and a chord length of 10.47 feet to a point; thence S08°23'46"W a distance of 57.13 feet to a point on the existing eastern right-of-way line of Fenchurch Street; thence along said existing eastern right-of-way line of Fenchurch Street S27°03'35"W a distance of 12.51 feet to a point on the existing northern right-of-way line of Charlotte Street; thence along said existing northern right-of-way line of Charlotte Street with a curve turning to the left with a radius of 10.00 feet, an arc length of 13.18 feet, a chord bearing of S10°41'18"E, and a chord length of 12.24 feet to a point on the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street S08°23'46"W a distance of 67.08 feet to a point on the existing southern right-of-way line of Charlotte Street; thence along said existing southern right-of-way line of Charlotte Street N55°10'43"W a distance of 17.77 feet to a point; thence with a curve turning to the left with a radius of 10.00 feet, an arc length of 17.06 feet, a chord bearing of S75°56'26"W, and a chord length of 15.07 feet to a point on the existing eastern right-of-way line of Fenchurch Street; thence along said existing eastern right-of-way line of Fenchurch Street S27°03'35"W a distance of 54.05 feet to a point on the proposed northern right-of-way line of Freemason

Avenue; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 88.59 feet, a chord bearing of N76°46'18"W, and a chord length of 88.57 feet to a point on the existing western right-of-way line of Fenchurch Street; thence along said existing western right-of-way line of Fenchurch Street N27°03'35"E a distance of 87.89 feet to a point on the existing southern right-of-way line of Posey Lane; thence along said existing southern right-of-way line of Posey Lane with a curve turning to the left with a radius of 10.00 feet, an arc length of 15.59 feet, a chord bearing of N17°35'40"W, and a chord length of 14.06 feet to a point, thence N62°14'55"W a distance of 105.74 feet to a point; thence with a curve turning to the right with a radius of 145.00 feet, an arc length of 62.28 feet, a chord bearing of N49°56'36"W, and a chord length of 61.80 feet to a point on the proposed eastern right-of-way line of Festival Street; thence along said proposed eastern right-of-way line of Festival Street with a curve turning to the left with a radius of 24.00 feet, an arc length of 36.24 feet, a chord bearing of N31°07'29"W, and a chord length of 32.90 feet to a point; thence with a curve turning to the right with a radius of 145.00 feet, an arc length of 4.61 feet, a chord bearing of N23°42'04"W, and a chord length of 4.61 feet to a point on the proposed southern right-of-way line of Posey Lane; thence along said proposed southern right-of-way line of Posey Lane N69°47'12"E a distance of 37.71 feet to a point; thence S79°15'23"E a distance of 15.46 feet to a point at the intersection of the existing northern right-of-way line of Posey Lane and the proposed southern right-of-way line of Transit Center Drive; thence along said existing northern right-of-way line of Posey Lane with a curve turning to the left with a radius of 95.00 feet, an arc length of 55.17 feet, a chord bearing of S45°36'45"E, and a chord length of 54.40 feet to a point; thence S62°14'55"E a distance of 104.90 feet to a point; thence with a curve turning to the left with a radius of 10.00 feet, an arc length of 15.83 feet, a chord bearing of N72°24'20"E, and a chord length of 14.23 feet to a point on the existing western right-of-way line of Fenchurch Street; thence along said existing western right-of-way line of Fenchurch Street N27°03'35"E a distance of 56.33 feet to a point on the proposed southern right-of-way line of Transit Center Drive; thence along said proposed southern right-of-way line of Transit Center Drive S79°15'23"E a distance of 23.55 feet to a point; thence with a curve turning to the right with a radius of 1770.00 feet, an arc length of 43.42 feet, a chord bearing of S78°33'13"E, and a chord length of 43.42 feet to the True Point and Place of Beginning, containing 28,588 square feet or 0.656 acre.

Project: Block 17 Apartments  
Legal Description

All that certain proposed lot, piece or parcel of land, lying and being in the City of Norfolk, Virginia and described as follows: Beginning at a point at the northwest intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed western right-of-way line of Church Street; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 274.35 feet, a chord bearing of N78°46'55"W, and a chord length of 273.84 feet to a point at the northeast intersection of said proposed northern right-of-way line of Freemason Avenue and the proposed eastern right-of-way line of Festival Street; thence along said proposed eastern right-of-way line of Festival Street N04°30'48"E a distance of 142.68 feet to a point; thence with a curve turning to the left with a radius of 24.00 feet, an arc length of 65.71 feet, a chord bearing of N04°03'00"E, and a chord length of 47.03 feet to a point; thence with a curve turning to the right with a radius of 145.00 feet, an arc length of 4.61 feet, a chord bearing of N23°42'04"W, and a chord length of 4.61 feet to a point on the proposed southern right-of-way line of Posey Lane; thence along said proposed southern right-of-way line of Posey Lane N69°47'12"E a distance of 37.71 feet to a point at the southeast intersection of said proposed southern right-of-way line of Posey Lane and the proposed southern right-of-way line of Transit Center Drive; thence along said proposed southern right-of-way line of Transit Center Drive S79°15'23"E a distance of 212.95 feet to a point; thence with a curve turning to the right with a radius of 1770.00 feet, an arc length of 43.42 feet, a chord bearing of S78°33'13"E and a chord length of 43.42 feet to a point at the southwest intersection of said proposed southern right-of-way line of Transit Center Drive and the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street with a curve turning to the left with a radius of 1047.00 feet, an arc length of 10.47 feet, a chord bearing of S08°40'57"W, and a chord length of 10.47 feet to a point; thence S08°23'46"W a distance of 203.19 feet to the True Point and Place of Beginning, containing 57,517 square feet or 1.320 acres.

## **LEASE OPTION AGREEMENT**

**THIS LEASE OPTION AGREEMENT** (“Option”), made this 12<sup>th</sup> day of March, 2021, between **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter called “Lessor,” and **BLOCK 17, LP**, a Virginia limited partnership, hereinafter called “Lessee,”

### **WITNESSETH THAT:**

**WHEREAS**, Lessor holds fee simple title to certain real estate and certain contractual rights to receive a donation of land (“City Parcels”) owned by the City of Norfolk (“City”) located in the City of Norfolk, Virginia, more particularly described on Exhibit A attached hereto and made a part hereof (“NRHA Parcels,” and together with the City Parcels, the “Property”); and

**WHEREAS**, Lessee desires an option to ground lease from Lessor the Property and construct on the Property a multi-family apartment complex primarily for persons of low or moderate income (the “Project”) and may include other commercial, retail or community uses on the Property; and

**WHEREAS**, Lessor is willing to grant the option on the terms hereafter set forth; and

**WHEREAS**, the Lessee desires to obtain an allocation of federal low income housing tax credits (“Tax Credits”) for the Project from Virginia Housing Development Authority (“VHDA”); and

**WHEREAS**, Lessor and Lessee enter into this Option to provide the Lessee with the right to ground lease the Property and to memorialize the terms on which the parties will enter into such Ground Lease.

**NOW, THEREFORE**, for and in consideration of the sum of One Hundred Dollars (\$100.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby grants to Lessee the exclusive option and right to ground lease the Property, upon the following terms:

1. **Duration of Option**: This Option creates a binding contract requiring Lessor to ground lease the Property to Lessee in the event Lessee exercises the option during the period commencing on the date hereof and ending on June 30, 2022 (the “Option Period”). In the event the Lessee shall not have exercised the Option by June 30, 2022, this Option shall on that date then terminate. The Lessor has certain rights to acquire the City Parcels pursuant to that certain Cooperation Agreement executed as of March 12, 2021 (the “Cooperation Agreement”) and attached hereto as Exhibit B. Upon the exercise of this Option by the Lessee, the Lessor agrees to promptly deliver its written request and exercise its option pursuant to Section 1 of the Cooperation Agreement. The Lessor shall promptly provide the Lessee with copies of any notices it receives or delivers pursuant to the Cooperation Agreement. At all times during the Option Period, Lessee, its

agents, contractors, engineers, surveyors, attorneys, representatives and employees shall have the right, at its sole cost and expense, at any time and from time to time to conduct such due diligence investigations as Lessee may deem appropriate and, in connection therewith, shall have the right to, enter into or upon the Property to conduct and make any and all studies, tests, examinations, inspections and investigations of or concerning the Property (including, without limitation, engineering studies, soil tests, surveys, including topographical surveys and environmental assessments) and to confirm any and all matters which Lessee may desire to confirm with respect to the Property. Lessee agrees to hold harmless, protect, defend, and indemnify, and hereby releases Lessor, its employees, commissioners, agents and representatives from and against any and all claims, demands, causes of action, losses, liabilities, liens, encumbrances, costs, or expenses for property damage or bodily injury (including death) (collectively, "Liabilities") arising out of, connected with, or incidental to activities conducted on the Property by Lessee, its agents, representatives or contractors; provided, however, the preceding obligation of Lessee shall not apply to any Liabilities arising out of, connected with, or incidental to, in whole or in part, (1) pre-existing conditions of the Property, (2) the information generated by or from Lessee's due diligence investigations, to include, without limitation, response costs, regulatory action, tort claims, or diminution in the value of the Property, and/or (3) the negligent, reckless, or willful act(s) or omission(s) of Lessor. Lessee shall at its sole cost and expense, repair any damage to the Property resulting from Lessee's activities.

2. **Exercise of Option:** This Option may be exercised by Lessee's delivering to Lessor a written notice expressly exercising the Option before the expiration of the Option Period. Upon receipt of such notice, Lessor will prepare and present to Lessee a ground lease (the "Ground Lease"), so as to have such contract fully executed by both parties. The Ground Lease will have a term of ninety-nine (99) years. The Option is irrevocable for the duration of the Option Period. The Option will expire if the notice of exercise is not delivered to Lessor before the end of the Option Period. If the option is exercised, the consideration for the lease of the Property shall be One Hundred Dollars and No Cents (\$100.00), unless the Lessee and Lessor agree to another payment of rent under a ground lease.

3. **Option Payment:** Lessee has paid Lessor the sum of \$100.00 in consideration for this Option. Upon execution of a Ground Lease, the \$100.00 option money will be credited against the Lessee's first payment due under the Ground Lease. The option money shall be returned to Lessee if the failure to enter into a Ground Lease is not the choice or fault of the Lessee.

4. **Lessor's right during Option Period.** Except as specifically provided under the Cooperation Agreement, the Lessor makes no representations or warranties with respect to the City Parcels. During the Option Period the Lessor shall have the right to use the Property, or permit any other person or entity to use the Property, for any purpose not inconsistent with the rights of Lessee hereunder. Lessor agrees that, at all times during the Option Period, it shall not use the Property, or allow the Property to be used, in any way that would further degrade the environmental condition of the Property or otherwise materially increase Lessee's cost to develop the Project. Lessor covenants and agrees that, until the expiration of the Option Period, Lessor will not market, lease, sell or convey the Property or any part thereof to any other party, it being understood that Lessee shall have

the exclusive rights to lease the Property from Lessor until the expiration of the Option Period or the Lessee's exercise of this Option.

5. **Terms of Ground Lease.** The parties agree that the following constitute the material terms to be included in the Ground Lease:

- a. The Ground Lease shall have a term of ninety-nine (99) years, as set forth in Section 2 above.
- b. The commencement date of the Ground Lease shall be the earlier of (i) the date established by Lessee at the time of exercise of its Option hereunder, or (ii) December 31, 2022, upon which date Lessor shall deliver exclusive possession of the Property to Lessee.
- c. The annual rent for the Ground Lease shall be \$1.00, which shall be paid by Lessee to Lessor in advance on or before the first day of each calendar year.
- d. Lessor agrees to deliver the Property on the commencement date of the Ground Lease with good and marketable title, free of tenancies (other than as created by the Ground Lease) and free of monetary liens.
- e. Lessee shall own all buildings and other depreciable improvements (the "Improvements") constructed on the Property by Lessee, title to which shall automatically convey to the Lessor upon expiration or earlier termination of the Ground Lease.
- f. The Ground Lease shall contain such terms as may be required by VHDA, or customarily required by senior leasehold lenders such as Freddie Mac, Fannie Mae, or HUD-FHA, and/or are customarily required by tax credit investors.
- g. The Ground Lease shall contain such terms as may be required to comply with Section 42 of the Internal Revenue Code, and such terms as are customarily required by commercial lenders providing financing where the payment obligation is secured by a leasehold interest.

6. **Restrictive Covenants:** It is hereby specified that, as a part of the consideration for the Ground Lease of the subject property, the land will be ground leased expressly subject to certain covenants, restrictions, limitations and conditions, which will at the time of Ground Lease be imposed as covenants running with and binding upon the land, and which will provide generally as follows:

- a. The Property shall not be used for industrial purposes but shall be used for residential and commercial purposes only.

- b. There shall not be effected or executed any agreement, lease, covenant, conveyance or other instrument whereby the sale, lease or occupancy of the Property is restricted upon the basis of race, creed, color, religion, sex, national origin, disability or familial status.
- c. The Lessee shall comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed, color, religion, sex, national origin, disability or familial status in the sale, lease, or occupancy of the Property.
- d. The Lessee agrees on behalf of itself, its successors and assigns, not to discriminate upon the basis of race, creed, color, religion, sex, national origin, disability or familial status in the sale, lease, rental, use or occupancy of the Property or any improvements thereon. This covenant being given for the benefit of the public, the United States is expressly recognized as a beneficiary thereof and is entitled to enforce it for its own benefit or that of the public.
- e. [Reserved.]
- f. No sign or fence shall be permitted on or within the perimeter of the Property without first obtaining the written permission of the City of Norfolk Planning Department.
- g. The construction of, and finishes to, and amenities available to each residential unit in the Project shall be of the same quality.
- h. The pervious areas of the Project shall be maintained in good order and repair in accordance with approved plans for the Project. Upon default of such maintenance or upkeep, Lessee, and its successors and assigns, agree that the necessary maintenance and upkeep may be done by Lessor at the expense of Lessee, or his successors and assigns, from time to time and in keeping with this covenant.
- i. Parking areas, driveways and other vehicular access ways will be hard-surfaced with material of concrete, bituminous or similar composition.
- j. The Lessee agrees, on behalf of itself, its successors and assigns, that all buildings located on the Property and their appurtenant premises will be maintained in a sound condition and neat appearance. Necessary repairs, maintenance and upkeep will be performed so as to preserve the attractive appearance, the physical integrity and the sanitary and safe condition of the buildings. Upon default in such



repairs, maintenance or upkeep, Lessee, and its successors and assigns, agree that the necessary repairs, maintenance and upkeep may be done by Lessor at the expense of Lessee, or its successors and assigns, from time to time and in keeping with this covenant.

7. **Notices:** Any notice, demand or request by either party hereto to the other shall be deemed to be given if and when posted in the U.S. Mails by registered mail, postage prepaid, addressed as follows:

**If to Lessor:**

Norfolk Redevelopment and Housing Authority  
555 E. Main Street  
Norfolk, Virginia 23510  
Attn: Ronald Jackson

With a copy to:

Delphine Carnes Law Group, PLC  
101 W. Main Street, Suite 440  
Norfolk, VA 23510  
Attn: Delphine G. Carnes, Esq.

**If to Lessee:**

Block 17, LP  
c/o Brinshore Development, L.L.C.  
666 Dundee Road, Suite 1102  
Northbrook, Illinois 60062  
Attn: Richard J. Sciortino

With a copy to:

c/o Bank of America Community Development Corporation  
DC1-842-04-02  
1800 K Street, NW, 4th Floor  
Washington, DC 20006  
Attn: Maurice Perry

With a copy to:

Klein Hornig LLP  
1325 G Street NW, Suite 700  
Washington, D.C., 20005  
Attn: Erik T. Hoffman, Esq.

8. **Assignment of Option:** This Option is not freely assignable. Lessee may assign the

Option only to a subsidiary or affiliate of Lessee, and then only **a)** upon giving written notice to the Lessor, **b)** upon obtaining Lessor's written consent to the assignment, and **c)** provided that Assignee shall retain underlying responsibility for performing the obligations of the Lessee.

9. **Recordation of Option:** This Option or a memorandum of the terms hereof may be recorded by the Lessor or the Lessee in the land records of the City of Norfolk.

10. **Applicable Law:** The interpretation and enforcement of this Option and any similar contracts entered into between Lessee and Lessor shall be governed by the laws of the Commonwealth of Virginia.

[Remainder of Page Left Intentionally Blank]

WITNESS the following signatures and seals on the day and year first above written.

**LESSOR:**

**NORFOLK REDEVELOPMENT  
AND HOUSING AUTHORITY,**


a political subdivision of the Commonwealth of Virginia

By   
Name: Ronald Jackson  
Title: Executive Director

**COMMONWEALTH OF VIRGINIA  
CITY OF NORFOLK, to-wit:**

I, CORA L. LOTT, a Notary Public in and for the City aforesaid, in the Commonwealth of Virginia, whose commission expires on the 31<sup>ST</sup> day of october, 2023, do hereby certify that Ronald Jackson, Executive Director of Norfolk Redevelopment and Housing Authority, whose name is signed as such to the foregoing writing bearing date of the 16<sup>TH</sup> day of MARCH, 2021, has acknowledged the same before me in my City and State.

Given under my hand this 16<sup>TH</sup> day of MARCH, 2021.

  
Notary Public

[Signatures continue on next page.]



LESSEE:

**BLOCK 17, LP,**  
a Virginia limited partnership

By: Block 17 Manager, LLC,  
its general partner

By: Brinshore TL, LLC,  
its managing member

By: Brinshore Development, LLC,  
its managing member

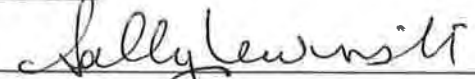
By: RJS Real Estate Services, Inc.,  
a member

By:   
Name: Richard J. Sciortino  
Title: President

STATE OF Illinois  
~~CITY OF~~ Cook, to-wit:  
County

I, Sally Lewinski, a Notary Public in and for the County ~~City~~-aforesaid, in the State of Illinois, whose commission expires on the 27<sup>th</sup> day of January, 2024, do hereby certify that Richard J. Sciortino, the President of RJS Real Estate Services, Inc., an Illinois corporation, a member of Brinshore Development, LLC, an Illinois limited liability company, managing member of Brinshore TL, LLC, an Illinois limited liability company, managing member of Block 17 Manager, LLC, a Virginia limited liability company, general partner of Block 17, LP, a Virginia limited partnership, whose name is signed as such to the foregoing writing bearing date of the 16<sup>th</sup> day of March, 2021, have acknowledged the same before me in my County ~~City~~ and State.

Given under my hand this 16<sup>th</sup> day of March, 2021.

  
Notary Public

## EXHIBIT A

### **Legal Description**

All that certain proposed lot, piece or parcel of land, lying and being in the City of Norfolk, Virginia and described as follows: Beginning at a point at the northwest intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed western right-of-way line of Church Street; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 274.35 feet, a chord bearing of N78°46'55"W, and a chord length of 273.84 feet to a point at the northeast intersection of said proposed northern right-of-way line of Freemason Avenue and the proposed eastern right-of-way line of Festival Street; thence along said proposed eastern right-of-way line of Festival Street N04°30'48"E a distance of 142.68 feet to a point; thence with a curve turning to the left with a radius of 24.00 feet, an arc length of 65.71 feet, a chord bearing of N04°03'00"E, and a chord length of 47.03 feet to a point; thence with a curve turning to the right with a radius of 145.00 feet, an arc length of 4.61 feet, a chord bearing of N23°42'04"W, and a chord length of 4.61 feet to a point on the proposed southern right-of-way line of Posey Lane; thence along said proposed southern right-of-way line of Posey Lane N69°47'12"E a distance of 37.71 feet to a point at the southeast intersection of said proposed southern right-of-way line of Posey Lane and the proposed southern right-of-way line of Transit Center Drive; thence along said proposed southern right-of-way line of Transit Center Drive S79°15'23"E a distance of 212.95 feet to a point; thence with a curve turning to the right with a radius of 1770.00 feet, an arc length of 43.42 feet, a chord bearing of S78°33'13"E and a chord length of 43.42 feet to a point at the southwest intersection of said proposed southern right-of-way line of Transit Center Drive and the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street with a curve turning to the left with a radius of 1047.00 feet, an arc length of 10.47 feet, a chord bearing of S08°40'57"W, and a chord length of 10.47 feet to a point; thence S08°23'46"W a distance of 203.19 feet to the True Point and Place of Beginning, containing 57,517 square feet or 1.320 acres.

**EXHIBIT B**

**Cooperation Agreement**

## COOPERATION AGREEMENT

(City of Norfolk / Norfolk Redevelopment and Housing Authority/Blocks 17 & 18)

**THIS COOPERATION AGREEMENT** (“Cooperation Agreement”) is made and entered into as of the 11<sup>th</sup> day of March, 2021, by and between the **CITY OF NORFOLK, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the “City”) and the **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**, a duly organized and existing body corporate and politic constituting a political subdivision of the Commonwealth of Virginia (the “Authority”).

### RECITALS

**WHEREAS**, the Authority is duly established and its existence was validated pursuant to the Virginia Industrial Development and Revenue Bond Act (the "Act"), Chapter 49, Title 15.2 of the Code of Virginia of 1950, as amended (the “Code”);

**WHEREAS**, the City is the owner of certain real property located at 300 Saint Pauls Boulevard in the City of Norfolk, which property is part of the St. Paul’s Revitalization Area (the Property”);

**WHEREAS**, the portions of the Property currently owned by the City and to be transferred by the City to the Authority pursuant this Agreement are described in Exhibit A-1 (the “City Parcel”) and Exhibit A-2 (“Block 18”) attached hereto and made a part hereof;

**WHEREAS**, on June 23, 2020, the Council of the City adopted Ordinance No. 48,038 and Ordinance No. 48,039, copies of which are attached hereto as Exhibit B-1, approving the closure of certain public streets running through the Property, and on February 9, 2021, the City Council of the City of Norfolk adopted Ordinance No. 48,290 a copy of which is attached hereto as Exhibit B-2, approving the closure of an additional 20’ strip of public right-of-way that runs along Fenchurch Street through the Property (together, the “Closed Streets”). Ordinance No. 48,038, Ordinance No. 48.039, and Ordinance No. 48,290 are referred to herein as the “Street Closure Ordinances”;

**WHEREAS**, the portions of the Closed Streets which are to be transferred to the Authority pursuant to this Agreement are shown as part of Block 17 on the plat attached hereto as Exhibit C and made a part hereof (the “Underlying Fee Interests”);

**WHEREAS**, the parties have agreed that the City Parcel and Underlying Fee Interests (together, the “Development Parcels”) will be combined with portions of adjacent property owned by the Authority in order to create the parcel known as Block 17, as shown on Exhibit C and to be known as 600 E. Freemason Street;

**WHEREAS**, the parties have agreed that the an additional parcel, known as Block 18, will be created to the east of Block 17 and to the west of Saint Pauls Boulevard as described on Exhibit A-2 and shall be transferred by the City to the Authority pursuant this Agreement;

**WHEREAS**, it is the City’s and Authority’s desire that the Development Parcels and Block

18 be redeveloped as housing for the residents of St. Paul's Revitalization Area and other uses consistent with the approved Choice Neighborhoods Initiative Grant;

**WHEREAS**, the City desires to transfer the City Parcel, its Underlying Fee Interests, and Block 18 to the Authority for the purpose of such redevelopment;

**WHEREAS**, the parties hereto desire to enter into this Cooperation Agreement for the purpose of setting forth their understanding and agreement in connection with the Development Parcels and Block 18;

**WHEREAS**, on February 9, 2021, the Council of the City adopted Ordinance No. 48,289 approving the transfer of the City Parcel, the Underlying Fee Interests, and Block 18 to the Authority, approving the form and substance of this Cooperation Agreement, and authorizing the execution and delivery hereof on behalf of the City.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the public benefits to accrue to the St. Paul's Revitalization Area, to the City, to the Commonwealth, and to the inhabitants thereof and of the mutual covenants hereinafter set forth, the Authority and the City agree as follows:

1. **Term.** The parties acknowledge that this Cooperation Agreement is part of the site control documents required by Virginia Housing Development Authority ("Virginia Housing") for certain tax credit applications and is intended to comply with all requirements of Virginia Housing related thereto. The City hereby acknowledges that the Authority will enter into separate Lease Option Agreements conveying certain of the Authority's rights with respect to the Development Parcels, Block 18, and other certain Authority property to a subsidiary of the Authority's selected development partner (the "Tax Credit Applicant"). The Tax Credit Applicant may upon securing the tax credit allocation and satisfying any requirements of the Choice Neighborhoods Initiative Grant or of the United States Department of Housing and Urban Development, exercise the Lease Option which will require the Authority to exercise its rights under Section 1 hereof. The term of this Cooperation Agreement shall not expire until the end of the Option Periods (as defined in the Lease Option Agreements), which may be extended under the terms of the Lease Option Agreements, and upon notice of such extension to the City, the term of this Cooperation Agreement shall automatically extend for a commensurate term until no later than June 30, 2023.

2. **City Obligations.** Within ten (10) days after written notice by the Authority to the City and exercise of the Lease Option, the City shall (a) record the Street Closure Ordinances, (b) execute and deliver a quitclaim deed for the Underlying Fee Interests substantially in the form attached hereto as Exhibit D (the "Quitclaim Deed"), and (c) execute and deliver special warranty deeds for the City Parcel and for Block 18 (the "Special Warranty Deeds") substantially in the form attached hereto as Exhibit E. In the event there are subdivision or other development issues that delay the transfer of the City Parcel and Block 18 to the Authority, the City shall instead transfer all of that certain parcel of land located at 300 Saint Pauls Boulevard in



the City of Norfolk, containing 6.5153 acres, more or less, with a GPIN of 1437163471 (the “300 Saint Pauls Parcel”), which includes both the Development Parcels and Block 18, to the Authority solely for the purposes set forth in Section 4 of this Cooperation Agreement. In such event, the City shall continue to operate and to collect and to keep all revenues from the parking and any commercial properties located on those portions of the St. Paul’s Parcel that are not part of the Development Parcels or Block 18 (the “Residual Parcel”), shall be solely responsible for the City’s obligations as landlord under any leases of the Residual Parcel, and shall have the authority to make any and all decisions with respect to the operation and use of the Residual Parcel and to perform alterations, renovations, new construction, and other work at the Residual Parcel. Immediately upon the recordation of a subdivision plat that creates a new Block 17 and Block 18, the Authority shall execute and record a deed transferring the Residual Parcel to the City, except for any portions of such parcel that have been dedicated as public right-of-way. To the extent permitted by applicable law without waiving its sovereign immunity, the City shall indemnify, defend and save the Authority harmless from and against any and all claims, actions, damages, liabilities and expenses (including reasonable attorney’s fees) in connection with any loss of life, bodily injury, personal injury or property damage that occurs on the Residual Parcel during the period of the Authority’s ownership of such parcel, except if such claims, actions, damages, liabilities and expenses result in whole or in part from the negligence or willful misconduct, of the Authority.

3. Right of Entry. During the term of this Cooperation Agreement, the Authority, its successors and assigns, its agents, contractors, engineers, surveyors, attorneys, representatives and employees shall have the right, at its sole cost and expense, at any time and from time to time to conduct such due diligence investigations as the Authority may deem appropriate and, in connection therewith, shall have the right to enter into or upon the Development Parcels and Block 18 to conduct and make any and all studies, tests, examinations, inspections and investigations of or concerning the Development Parcels and Block 18 (including, without limitation, engineering studies, soil tests, surveys, including topographical surveys and environmental assessments) and to confirm any and all matters which Authority may desire to confirm with respect to the Development Parcels.

4. Authority Obligations. The Authority agrees that the Development Parcels and Block 18 shall be used pursuant to certain ground leases and other conveyances from the Authority to the Authority’s selected development partners and their successors, assigns, and affiliates for development of housing units and other uses consistent with the approved Choice Neighborhoods Initiative Grant and that any funds received by Authority for Block 17 and Block 18 shall be used as required by the Choice Neighborhoods Initiative Grant, or, in the case of Block 18 if there are no requirements as to the use of such funds by the Choice Neighborhoods Initiative Grant, such funds shall be paid to the City by the Authority. If the Authority does not use the Development Parcels or Block 18 for the purposes set forth herein, the Authority shall transfer such property back to the City at the request of the City; however, this reversionary interest shall terminate as to the Development Parcels upon the closing on the construction related financing of any project approved as part of the Choice Neighborhoods Initiative Grant on any part of the Development Parcels and shall terminate as to Block 18 upon the closing on the construction related financing of any project approved as part of the Choice Neighborhoods Initiative Grant on

any part of Block 18. The Authority agrees to comply with the provisions of Section 2 above with respect to the Residual Parcel.

5. Exclusive Option. City covenants and agrees that, until the expiration of the Option Period pursuant to the Lease Option, City will not market, lease, sell or convey the Development Parcels, Block 18, or any part of the Development Parcels and Block 18 to any other party, unless expressly subject and subordinate to this Cooperation Agreement, it being understood that (a) Authority shall have the exclusive rights to acquire a donation of the Development Parcels from the City until the expiration of the Option Period and that any option with respect to the Residual Parcel shall be subject to the terms and conditions of this Cooperation Agreement, and (b) Authority shall have the exclusive rights to acquire Block 18 from the City until the expiration of the Option Period and that any option with respect to the Residual Parcel shall be subject to the terms and conditions of this Cooperation Agreement.

6. Non-Discrimination. In carrying out this Cooperation Agreement, the Authority and the City agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin and agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age or national origin. Such action shall include, but not be limited to employment, promotion, demotion, termination, rates of pay, other compensation, and selection for training including apprenticeship.

7. Applicable Law. This Cooperation Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia. In the event of litigation hereunder, venue shall be in the Circuit Court of the City of Norfolk.

8. Notices. All notices or other communications required or desired to be given with respect to this Cooperation Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or by reputable overnight carrier (such as Federal Express) and properly addressed as provided below. Each notice given by mail or overnight carrier shall be deemed to be given by the sender when received or refused by the party intended to receive such notice; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the party intended to receive such notice or when such party refuses to accept delivery of such notice. Upon a change of address by either party, such party shall give written notice of such change to the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been received.

If to the Authority: Norfolk Redevelopment and Housing Authority  
555 E. Main Street  
Norfolk, VA 23510  
Attention: Executive Director

With a copy to: Delphine G. Carnes, Esq.  
Delphine Carnes Law Group, PLC  
101 W. Main Street, Suite 440  
Norfolk, VA 23510

If to the City: City Manager  
City of Norfolk  
810 Union Street, Suite 1101  
Norfolk, Virginia 23510

With a copy to: City Attorney  
City of Norfolk  
810 Union Street, Suite 900  
Norfolk, Virginia 23510

9. Binding on Successors in Interest. This Cooperation Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto; provided, however, that in no event may this Cooperation Agreement or any of the rights, benefits, duties or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give.

10. Entire Agreement. This Cooperation Agreement constitutes the final, complete and exclusive written expression of the intents of the parties with respect to the subject matter hereof which will supersede all previous communications, representations, agreements, promises or statements.

11. Severability. If any one or more of the provisions contained in this Cooperation Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Cooperation Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

12. Amendment, Modification, Alteration. No amendment, modification or alteration of the terms of this Cooperation Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.

13. Headings. The titles of articles and sections of this Cooperation Agreement are for reference purposes only and shall be of no binding effect.

14. Waiver. The waiver by either party of any default or breach by the other party of any of the provisions of this Cooperation Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Cooperation Agreement.

15. Compliance with Laws. The parties shall comply with all applicable laws, ordinances and regulations with regard to any work, use, construction, and operation done or conducted with regard to this Cooperation Agreement.

16. Rights and Remedies Cumulative. The rights and remedies provided by this Cooperation Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its rights to use any and all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

17. Authority to Execute Agreement. Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Cooperation Agreement and to perform its duties under this Cooperation Agreement; the person executing this Cooperation Agreement on its behalf has the authority to do so; upon execution and delivery of this Cooperation Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Cooperation Agreement does not violate any bylaw, charter, regulation, law or other governing authority of the party.

18. Counterparts. This Cooperation Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

19. Third Party Beneficiaries. This Cooperation Agreement is intended solely for the benefit of the parties hereto and this Cooperation Agreement is not intended and shall not be construed to benefit or create any rights for any other third party except as specified herein.

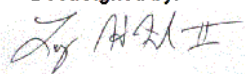
20. Discrepancy. In the event of any conflict or discrepancy between the foregoing provisions of this Cooperation Agreement and any provisions of the Grant Agreement, the provisions of this Cooperation Agreement shall prevail with respect to the obligations of the City.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.  
SIGNATURE PAGES TO FOLLOW.]**

**[BEGINNING OF SIGNATURE PAGES TO COOPERATION AGREEMENT  
(CITY OF NORFOLK / NORFOLK REDEVELOPMENT AND HOUSING  
AUTHORITY)]**


**WITNESS** the execution of this Cooperation Agreement (City of Norfolk / Norfolk Redevelopment and Housing Authority) by the duly authorized officials of the City and the Authority as of the day and year first set forth above.

**CITY OF NORFOLK**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Dr. Larry H. Flier II  
Title: City Manager  
DocuSigned by:



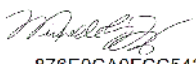
**ATTEST:**

DocuSigned by:  
  
\_\_\_\_\_   
AF1B0C14D2D4431...  
City Clerk

Approved as to Contents:

DocuSigned by:  
  
\_\_\_\_\_   
C8CAB73CFEF2485...  
DIRECTOR, City Manager's Office of St. Paul's Transformation

Approved as to Form and Correctness:

DocuSigned by:  
  
\_\_\_\_\_   
876E0CA0FCC543D...  
Deputy City Attorney

**[SIGNATURES CONTINUE ON NEXT PAGE]**

[CONTINUATION OF SIGNATURE PAGES TO COOPERATION AGREEMENT  
(CITY OF NORFOLK / NORFOLK REDEVELOPMENT AND HOUSING  
AUTHORITY)]

NORFOLK REDEVELOPMENT AND  
HOUSING AUTHORITY

DocuSigned by:  
*Ronald Jackson*  
By: \_\_\_\_\_  
Name: F95BE0653271409... RONALD JACKSON  
Title: Executive Director

Approved as to Form and Correctness:

DocuSigned by:  
*Delphine Carnes*  
\_\_\_\_\_ D6A5D8FA44794C6...  
Counsel to the Norfolk redevelopment and  
Housing Authority

**EXHIBIT A-1**  
City Parcel

ALL THAT certain lot, piece or parcel of land, situate in the City of Norfolk, Virginia, and described as: Beginning at a point at the northeast intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed eastern right-of-way line of Festival Street; thence along said proposed eastern right-of-way line of Festival Street N04°30'48"E a distance of 142.68 feet to a point; thence with a non-tangent curve turning to the left with a radius of 24.00 feet, an arc length of 29.47 feet, a chord bearing of N47°18'50"E, and a chord length of 27.65 feet to a point on the existing southern right-of-way line of Posey Lane; thence along said existing southern right-of-way line of Posey Lane with a non-tangent curve turning to the left with a radius of 145.00 feet, an arc length of 62.28 feet, a chord bearing of S49°56'36"E, and a chord length of 61.80 feet to a point; thence S62°14'55"E a distance of 105.74 feet to a point; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.59 feet, a chord bearing of S17°35'40"E, and a chord length of 14.06 feet to a point on the existing western right-of-way line of Fenchurch Street; thence along said western right-of-way line of Fenchurch Street S27°03'35"W a distance of 87.89 feet to a point at the proposed northern right-of-way line of Freemason Avenue; thence along said proposed northern right-of-way line of Freemason Avenue with a non-tangent curve turning to the left with a radius of 1291.00 feet, an arc length of 138.18 feet, a chord bearing of N81°48'13"W, and a chord length of 138.11 feet to the True Point and Place of Beginning, containing 20,078 square feet or 0.461 acre.

**EXHIBIT A-2****Block 18**

All that certain proposed lot, piece or parcel of land, lying and being in the City of Norfolk, Virginia and described as follows: Beginning at a point at the northwest intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed western right-of-way line of Festival Street; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 339.11 feet, a chord bearing of S86°03'06"W and a chord length of 338.14 feet to a point; thence N60°05'30"W a distance of 21.93 feet to a point at the northeast intersection of said proposed right-of-way line of Freemason Avenue and the eastern right-of-way line of St. Paul's Boulevard; thence along said eastern right-of-way line of St. Paul's Boulevard N18°44'44"W a distance of 170.03 feet to a point; thence leaving said eastern right-of-way line of St. Paul's Boulevard N71°24'03"E a distance of 72.69 feet to a point; thence S73°20'14"E a distance of 23.71 feet to a point; thence with a curve turning to the left with a radius of 66.50 feet, an arc length of 16.02 feet, a chord bearing of S80°14'11"E and a chord length of 15.98 feet to a point; thence S87°08'09"E a distance of 241.68 feet to a point; thence N69°47'12"E a distance of 81.34 feet to a point on said proposed western right-of-way line of Festival Street; thence along said proposed western right-of-way line of Festival Street S04°30'48"W a distance of 178.93 feet to the True Point and Place of Beginning, containing 64,488 square feet or 1.480 acres.

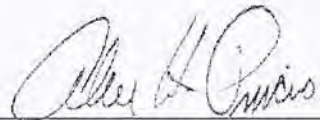


**EXHIBIT B-1**

Ordinance No. 48,038 and Ordinance No. 48,039  
(attached)

Form and Correctness Approved: *BAP*

Contents Approved:

By:   
Office of the City Attorney

By:   
DEPT. Planning

NORFOLK, VIRGINIA

**PH-6                    ORDINANCE NO. 48,038**

AN        ORDINANCE        CLOSING,        VACATING        AND  
DISCONTINUING A PORTION OF POSEY LANE.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, the City Council has the authority to close, vacate and discontinue public rights of way; and

WHEREAS, in accordance with the City's plan to redevelop and transform the St. Paul's community, developed in conjunction with the Norfolk Redevelopment and Housing Authority and the U.S. Department of Housing and Urban Development, known as the St. Paul's Revitalization Project; and

WHEREAS, by a Resolution adopted on February 25, 2020, City Council initiated the process to close, vacate and discontinue a portion of Posey Lane, as described in Exhibit A and shown on Exhibit B, attached to and made a part of this ordinance, as necessary for the St. Paul's Revitalization Project; and

WHEREAS, after a public hearing, the City Planning

Commission recommended that the said portion of Posey Lane be closed, vacated and discontinued; and

WHEREAS, the requirements of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Sections 42-212 and 42-213 of the Norfolk City Code, 1979, which relate to the vacation of public rights of way, have been met; and

WHEREAS, after a public hearing duly held, it is the judgment of the Council that the said portion of Posey Lane should be closed, vacated and discontinued in furtherance of the St. Paul's Revitalization Project; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the portion of Posey Lane, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto, is closed, vacated and discontinued as a public street of the City of Norfolk.

Section 2:- That inasmuch as the City and the Norfolk Redevelopment and Housing Authority are the only abutting property owners of this portion of Posey Lane to be closed, and the closure furthers the St. Paul's Revitalization Project, the purchase of the City's interest in the street by the abutting property owner(s) that otherwise would be required pursuant to Section 42-212 of the Norfolk City Code, 1979, is hereby waived.

Section 3:- That upon the effective date of this ordinance, a certified copy of this ordinance shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as deeds are recorded, which recordation shall be an acknowledgment by the City that all conditions have been met and the said portion of Posey Lane is closed, vacated and discontinued as a public street.

Section 4:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

Attachments:

Exhibit A - Legal Description (1 page)

Exhibit B - Plat (1 page)

Adopted by Council June 23, 2020  
Effective July 24, 2020

TRUE COPY

TESTE:

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RICHARD ALLAN BULL

BY:

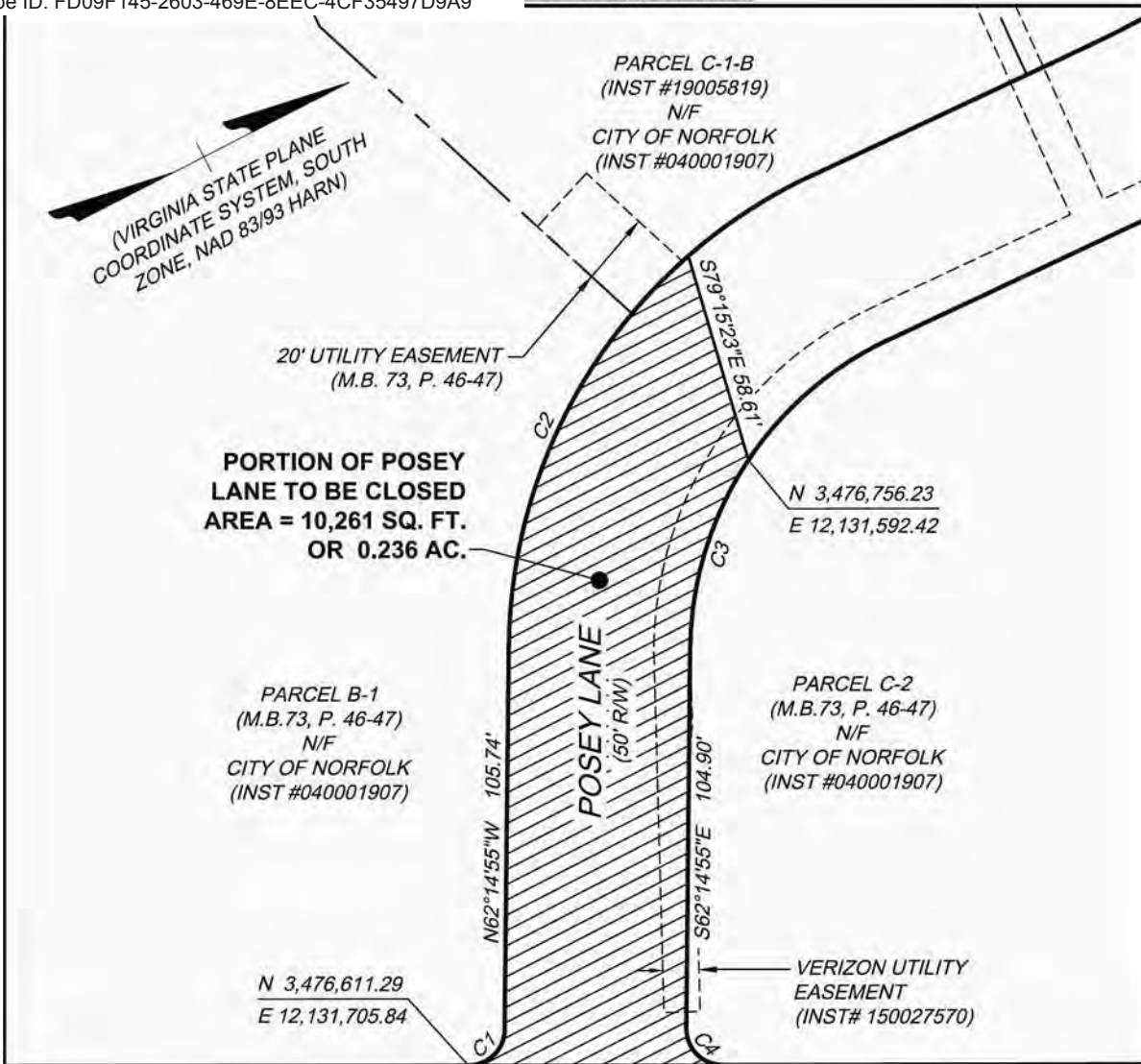
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CHIEF DEPUTY CITY CLERK

## **Closure of Portion of Posey Lane**

All that certain piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being a portion of Posey Lane described as follow: BEGINNING at a point on the western right-of-way of Fenchurch Street, said point being the northwestern corner-point of the intersection of Posey Lane and Fenchurch Street; thence along the western right-of-way of Fenchurch Street S 27°03'35" W a distance of 70.00' to the southwestern corner-point of the intersection of Posey Lane and Fenchurch Street; thence along the southern right of way of Posey Lane along a curve to the left having a radius of 10.00', arc length of 15.59' and chord bearing N 17°35'40" W a distance of 14.06' to a point; thence N 62°14'55" W a distance of 105.74' to a point; thence along a curve to the right having a radius of 145.00', arc length of 122.08' and chord bearing N 38°07'41" W a distance of 118.51' to a point; thence leaving the southern right-of-way of Posey Lane and across Posey Lane S 79°15'23" E a distance of 58.61' to a point in the northern right-of-way of Posey Lane; thence along the northern right-of-way of Posey Lane along a curve to the left having a radius of 95.00', arc length of 55.17' and chord bearing S 45°36'45" E a distance of 54.40' to a point; thence S 62°14'55" E a distance of 104.90' to a point; thence along a curve to the left having a radius of 10.00', arc length of 15.83' and chord bearing N 72°24'20" E a distance of 14.23' to a point in the western right-of-way of Fenchurch Street, said point also being the point and place of beginning.

The above described parcel contains 10,261 Sq. Ft or 0.236 Ac., more or less.

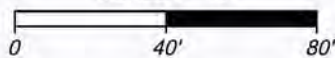


S27°03'35"W 70.00'

**FENCHURCH STREET**  
(66' R/W)

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	10.00'	15.59'	9.88'	89°18'30"	N17°35'40"W	14.06'
C2	145.00'	122.08'	64.92'	48°14'27"	N38°07'41"W	118.51'
C3	95.00'	55.17'	28.39'	33°16'19"	S45°36'45"E	54.40'
C4	10.00'	15.83'	10.12'	90°41'30"	N72°24'20"E	14.23'

SCALE 1"=40'



NOTE: THIS EXHIBIT IS FOR STREET CLOSURE PURPOSES AND DOES NOT CONSTITUTE A SUBDIVISION OF LAND.


**EXHIBIT DEPICTING PROPOSED CLOSURE OF PORTION OF POSEY LANE NORFOLK, VIRGINIA**

THIS DRAWING PREPARED AT THE <b>VIRGINIA BEACH OFFICE</b> 2901 South Lynnhaven Road, Suite 200   Virginia Beach, VA 23452 TEL 757.213.6679 FAX 757.340.1415 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS.	
	Norfolk	Virginia
	Date: 05/28/2020	Scale: 1" = 40'
	Exhibit 2 of 5	J.N.: 42418.022
	Drawn by: Tellefsen	Checked by: Patterson

**TIMMONS GROUP**

Form and Correctness Approved: *BAP*

Contents Approved:

By:   
Office of the City Attorney

By:   
DEPT. Planning

NORFOLK, VIRGINIA

**PH-7                    ORDINANCE NO. 48,039**

AN ORDINANCE CLOSING, VACATING AND DISCONTINUING A PORTION OF FENCHURCH STREET.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, the City Council has the authority to close, vacate and discontinue public rights of way; and

WHEREAS, in accordance with the City's plan to redevelop and transform the St. Paul's community, developed in conjunction with the Norfolk Redevelopment and Housing Authority and the U.S. Department of Housing and Urban Development, known as the St. Paul's Revitalization Project; and

WHEREAS, by a Resolution adopted on February 25, 2020, City Council initiated the process to close, vacate and discontinue a portion of Fenchurch Street, as described in Exhibit A and shown on Exhibit B, attached to and made a part of this ordinance, as necessary for the St. Paul's Revitalization Project; and

WHEREAS, after a public hearing, the City Planning

Commission recommended that the said portion of Fenchurch Street be closed, vacated and discontinued; and

WHEREAS, the requirements of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Sections 42-212 and 42-213 of the Norfolk City Code, 1979, which relate to the vacation of public rights of way, have been met; and

WHEREAS, after a public hearing duly held, it is the judgment of the Council that the said portion of Fenchurch Street should be closed, vacated and discontinued in furtherance of the St. Paul's Revitalization Project; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the portion of Fenchurch Street, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto, is closed, vacated and discontinued as a public street of the City of Norfolk.

Section 2:- That inasmuch as the City and the Norfolk Redevelopment and Housing Authority are the only abutting property owners of this portion of Fenchurch Street to be closed, and the closure furthers the St. Paul's Revitalization Project, the purchase of the City's interest in the street by the abutting property owner(s) that otherwise would be required pursuant to Section 42-212 of the Norfolk City Code, 1979, is hereby waived.

Section 3:- That upon the effective date of this ordinance, a certified copy of this ordinance shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk as deeds are recorded, which recordation shall be an acknowledgment by the City that all conditions have been met and the said portion of Fenchurch Street is closed, vacated and discontinued as a public street.

Section 4:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.



Attachments:

Exhibit A - Legal Description (1 page)

Exhibit B - Plat (1 page)

Adopted by Council June 23, 2020  
Effective July 24, 2020

TRUE COPY

TESTE:

---

RICHARD ALLAN BULL

BY:

---

CHIEF DEPUTY CITY CLERK

**EXHIBIT A TO ORDINANCE****Closure of the  
Portion of Fenchurch Street**

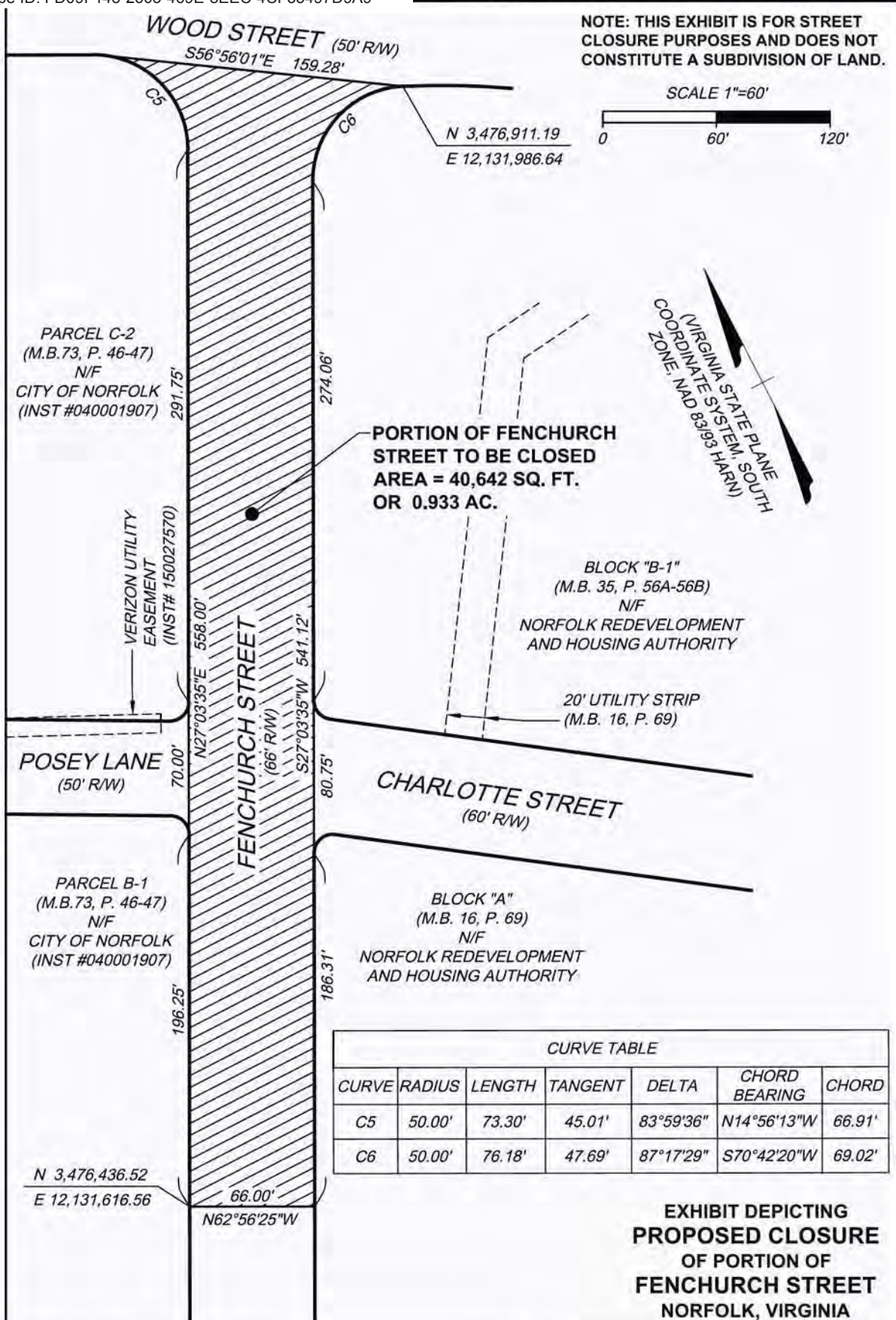
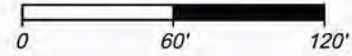
All that certain piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being a portion of Fenchurch Street described as follow: BEGINNING at a point on the southern right-of-way of Wood Street, said point being the southwestern corner-point of the intersection of Wood Street and Fenchurch Street; thence across the end of Fenchurch Street S  $56^{\circ}56'01''$  E a distance of 159.28' to a point in the southern right-of-way of Wood Street, said point being the southeastern corner-point of the intersection of Wood Street and Fenchurch Street; thence along the eastern right-of-way of Fenchurch Street along a curve to the right having a radius of 50.00', arc length of 76.18' and chord bearing S  $70^{\circ}42'20''$  W a distance of 69.02' to a point; thence S  $27^{\circ}03'35''$  W a distance of 541.12' to a point; thence leaving the eastern right-of-way of Fenchurch Street and across Fenchurch Street N  $62^{\circ}56'25''$  W a distance of 66.00' to a point in the western right-of-way of Fenchurch Street; thence along the western right-of-way of Fenchurch Street N  $27^{\circ}03'35''$  E a distance of 558.00' to a point; thence along a curve to the left having a radius of 50.00', arc length of 73.30' and chord bearing N  $14^{\circ}56'13''$  W a distance of 66.91' to a point, said point being also the point and place of beginning.

The above described parcel contains 40,642 Sq. Ft or 0.933 Ac., more or less.

**EXHIBIT B TO ORDINANCE**

NOTE: THIS EXHIBIT IS FOR STREET CLOSURE PURPOSES AND DOES NOT CONSTITUTE A SUBDIVISION OF LAND.

SCALE 1"=60'



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C5	50.00'	73.30'	45.01'	83°59'36"	N14°56'13"W	66.91'
C6	50.00'	76.18'	47.69'	87°17'29"	S70°42'20"W	69.02'

**EXHIBIT DEPICTING  
PROPOSED CLOSURE  
OF PORTION OF  
FENCHURCH STREET  
NORFOLK, VIRGINIA**

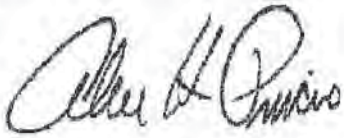
THIS DRAWING PREPARED AT THE <b>VIRGINIA BEACH OFFICE</b> 2901 South Lynnhaven Road, Suite 200   Virginia Beach, VA 23452 TEL 757.213.6679 FAX 757.340.1415 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS.	
	Norfolk	Virginia
	Date: 05/28/2020	Scale: 1" = 60'
	Exhibit 3 of 5	J.N.: 42418.022
	Drawn by: Tellefsen	Checked by: Patterson



**EXHIBIT B-2**  
Ordinance No. 48,290  
(attached)

Form and Correctness Approved: *BAP*

Contents Approved:



By: \_\_\_\_\_  
Office of the City Attorney

By: \_\_\_\_\_  
DEPT. Planning

NORFOLK, VIRGINIA

**Ordinance No. 48290**

AN ORDINANCE CLOSING, VACATING AND  
DISCONTINUING A PORTION OF WOOD STREET.

- - -

WHEREAS, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, the City Council has the authority to close, vacate and discontinue public rights of way; and

WHEREAS, in accordance with the City of Norfolk's ("City") plan to redevelop and transform the St. Paul's Community, the City, the Norfolk Redevelopment and Housing Authority ("NRHA") and the U.S. Department of Housing and Urban Development, have worked together to develop the St. Paul's Revitalization Project ("Project"); and

WHEREAS, with City Council having previously adopted ordinances closing, vacating and discontinuing portions of certain streets within the St. Paul's area as part of the Project, and the City and NRHA having determined that additional portions of certain streets need also be closed, vacated and discontinued, in particular a portion of Wood Street, as

City Council is resolved to close, vacate and discontinue those portions of streets within the St. Paul's area as are necessary for the Project; and

WHEREAS, after a public hearing, the City Planning Commission recommended that the said portion of Wood Street be closed, vacated and discontinued; and

WHEREAS, the requirements of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Sections 42-212 and 42-213 of the Norfolk City Code, 1979, which relate to the vacation of public rights of way, have been met; and

WHEREAS, after a public hearing duly held, it is the judgment of the Council that the said portion of Wood Street should be closed, vacated and discontinued in furtherance of the Project; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the portion of Wood Street, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto, is closed, vacated and discontinued as a public street of the City of Norfolk.

Section 2:- As the Norfolk Redevelopment and Housing Authority is the only abutting property owner of the portion of Wood Street to be closed, and the closure furthers the Project, the purchase of the City's interest in the street by the abutting property owner(s) that otherwise would be required pursuant to Section 42-212 of the Norfolk City Code, 1979, is hereby waived.

Section 3:- That upon the effective date of this ordinance, a certified copy of this ordinance shall be recorded in the Clerk's Office of the Circuit Court of

the City of Norfolk as deeds are recorded, which  
recognition shall be an acknowledgment by the City  
that all conditions have been met and the said portion  
of Wood Street is closed, vacated and discontinued as  
a public street.

Section 4:- That this ordinance shall be in  
effect from and after thirty (30) days from the date  
of its adoption.

Attachments:

Exhibit A - Legal Description (1 page)

Exhibit B - Plat (1 page)

Adopted by Council February 9, 2021  
Effective March 12, 2021

TRUE COPY

TESTE:

\_\_\_\_\_  
RICHARD ALLAN BULL

BY: \_\_\_\_\_  
CHIEF DEPUTY CITY CLERK

# Overview Map

- Legend**
- Parcels
  - Fenchurch Street ROW
  - Waterbody
  - Wood Street ROW



Sources: Esri, Airbus DS, USGS, NOAA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NIMA, Geodatasyreisen  
 Rijkswaterstaat, GSA, Geoland, FEMA/Internap and the GIS user community. Sources: Esri, HERE, Garmin, FAO,  
 NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community  
 Map created by: City of Norfolk Department of City Planning

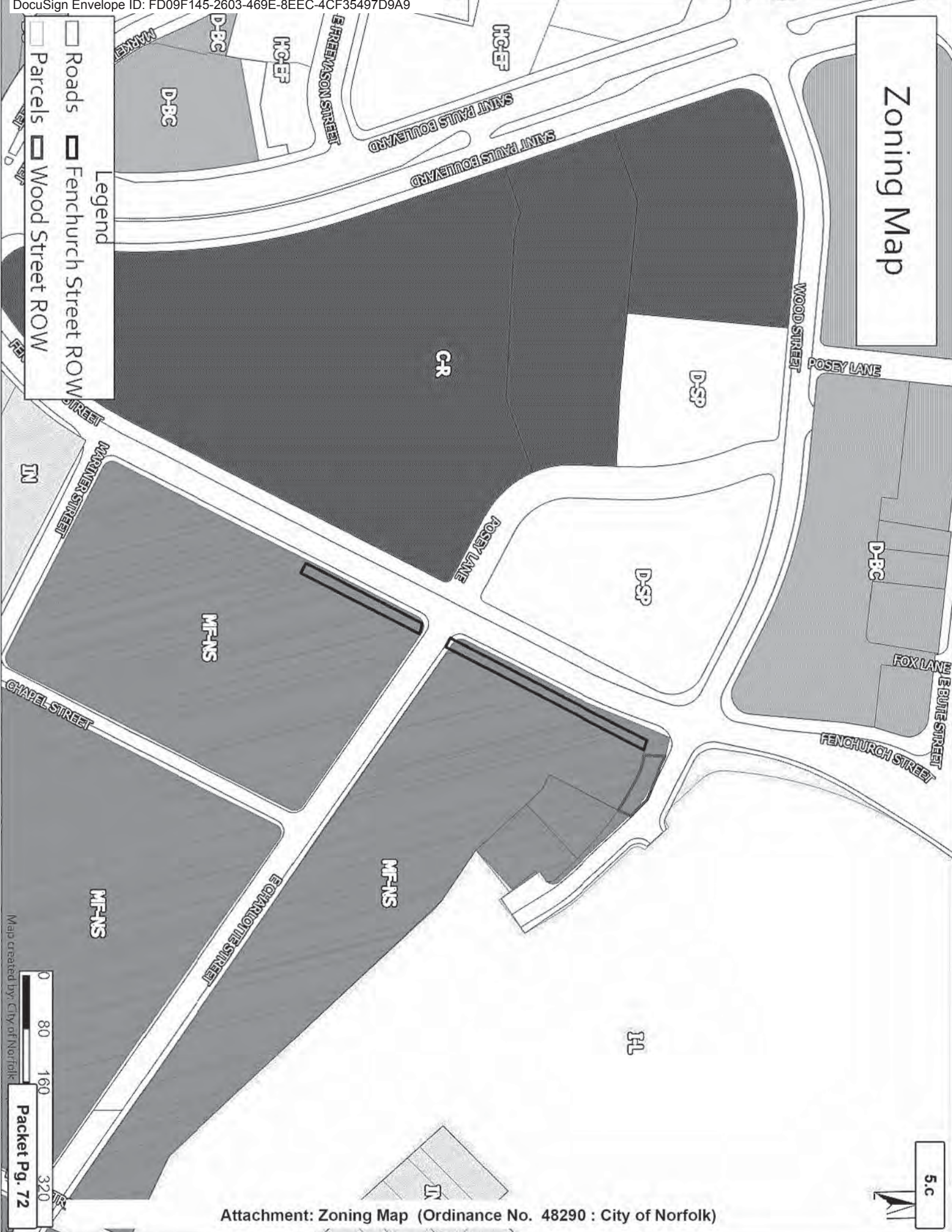




# Zoning Map

## Legend

- Roads
- Fenchurch Street ROW
- Parcels
- Wood Street ROW



Map created by: City of Norfolk

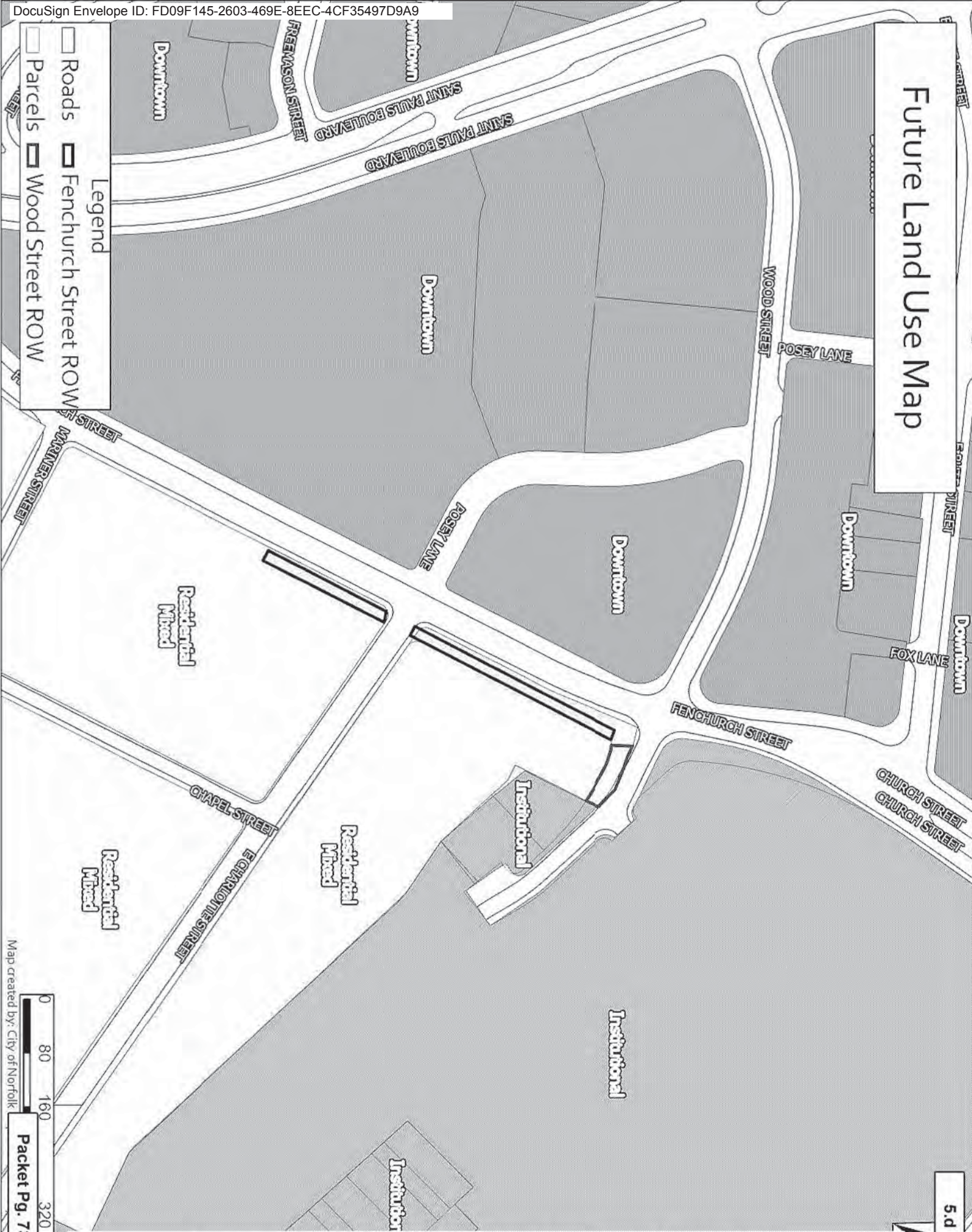


Packet Pg. 72

5.c

# Future Land Use Map

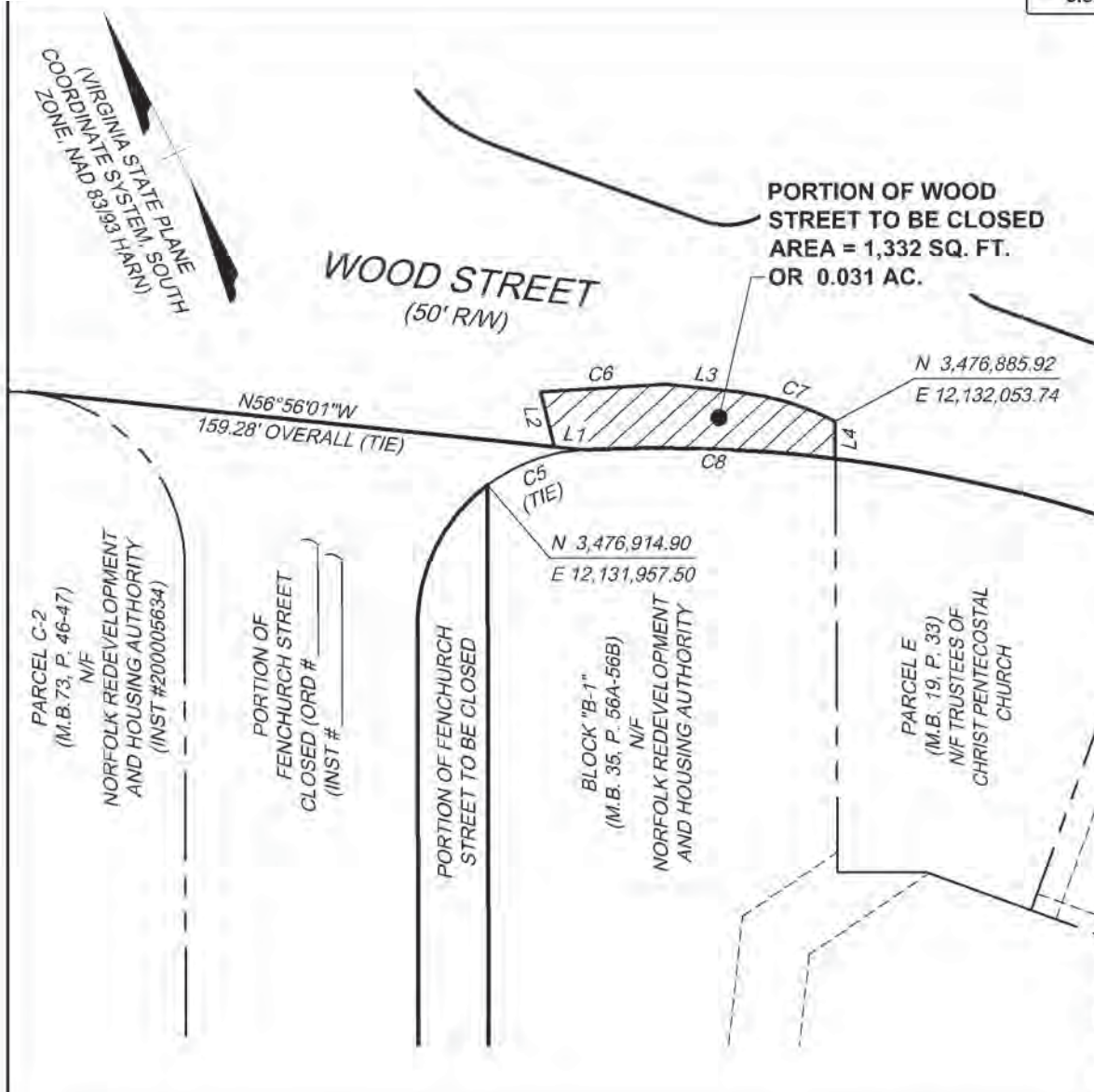
- Legend**
-  Roads
  -  Fenchurch Street ROW
  -  Parcels
  -  Wood Street ROW



Map created by: City of Norfolk

Packet Pg. 73

5.d

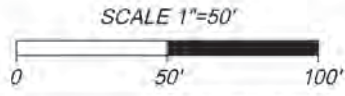


Attachment: Survey (Ordinance No. 48290 : City of Norfolk)

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C5	50.00'	29.81'	15.36'	34°09'40"	S82°43'46"E	29.37'
C6	5970.00'	35.66'	17.83'	0°20'32"	S66°35'44"E	35.66'
C7	80.00'	28.79'	14.55'	20°37'21"	S46°06'46"E	28.64'
C8	422.37'	71.43'	35.80'	9°41'21"	N60°48'15"W	71.34'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N56°56'01"W	8.73'
L2	N13°19'54"E	15.95'
L3	S56°25'27"E	20.85'
L4	S26°50'08"W	10.69'

NOTE: THIS EXHIBIT IS FOR STREET CLOSURE PURPOSES AND DOES NOT CONSTITUTE A SUBDIVISION OF LAND.



**EXHIBIT DEPICTING PROPOSED CLOSURE OF PORTION OF WOOD STREET NORFOLK, VIRGINIA**

THIS DRAWING PREPARED AT THE <b>VIRGINIA BEACH OFFICE</b> 7901 South Lynnhaven Road, Suite 200   Virginia Beach, VA 23452 TEL 757.213.6679 FAX 757.340.1415 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS.	
	Norfolk	Virginia
	Date: 10/22/2020	Scale: 1" = 50'
	Sheet 1 of 1	J.N.: 42418.022
	Drawn by: Tellefsen	Checked by: French

**TIMMONS GROUP**

**Closure of  
Portion of Wood Street  
For advertisement:**

All those certain pieces or parcels of land, situate, lying and being in the City of Norfolk, Virginia, said parcels being a portion of Wood Street.

**Closure of  
Portion of Wood**

All that certain piece or parcel of land situate, lying and being in the City of Norfolk, Virginia, said parcel being a portion of Wood Street described as follows: From a point, said point being the southeastern corner-point of the intersection of Wood Street and Fenchurch Street and being the northwesternmost corner of Block "B-1" all as shown on plat entitled, "Plat of U.S. Post Office Site, Property of Norfolk Redevelopment & Housing Authority", duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in MB 35, PG 56A-56B; thence along a curve to the right having a radius of 50.00', arc length of 29.81' and chord bearing S 82°43'46" E a distance of 29.37' to a point, said point being in the southern right-of-way of a of Wood Street, and said point being the point of BEGINNING; thence cornering N 56°56'01" W a distance of 8.73' to a point; thence N 13°19'54" W a distance of 15.95' to a point; thence along a curve to the right having a radius of 5970.00', arc length of 35.66' and chord bearing S 66°35'44" E a distance of 35.66' to a point; thence S 56°25'27" E a distance of 20.85' to a point; thence along a curve to the right having a radius of 80.00', arc length of 28.79' and chord bearing S 46°06'46" E a distance of 28.64' to a point; thence S 26°50'08" W a distance of 10.69' to a point, said point being on the northern right-of-way of Wood Street and said point being on the northern line of Block "B-1"; thence along the northern line of Block "B-1" and along a curve to the left having a radius of 422.37', arc length of 71.43' and chord bearing N 60°48'15" W a distance of 71.34' to a point, said point being also the point and place of beginning.

The above described parcel contains 1,332 Sq. Ft or 0.031 Ac., more or less

All as shown on that exhibit entitled, "Exhibit Depicting Proposed Closure of Portion of Wood Street", dated 10/22/2020, prepared by Timmons Group, attached hereon for reference.

*October 29, 2020*

Attachment: Legal Description Closure Portions Fenchurch (Ordinance No. 48290 : City of Norfolk)

**EXHIBIT C**

Plat Showing Block 17, City Parcel, and Closed Streets  
(attached)

(VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83/93 HARN)

PROPOSED BLOCK 18  
AREA = 64,488 SQ. FT. OR 1.480 ACRES

PARCEL C-1-B  
(INST #190005819)  
N/F  
CITY OF NORFOLK  
(INST #040001907)

FESTIVAL STREET  
35' PUBLIC R/W

POSEY LANE  
(50' R/W)

PROPOSED BLOCK 8  
AREA = 148,048 SQ. FT.  
OR 3.399 ACRES

PROPOSED FREEMASON AVENUE  
VARIABLE WIDTH PUBLIC R/W

AREA = 20,078 SQ. FT. OR 0.461 ACRE

PROPOSED TRANSIT CENTER DRIVE  
60' PUBLIC R/W

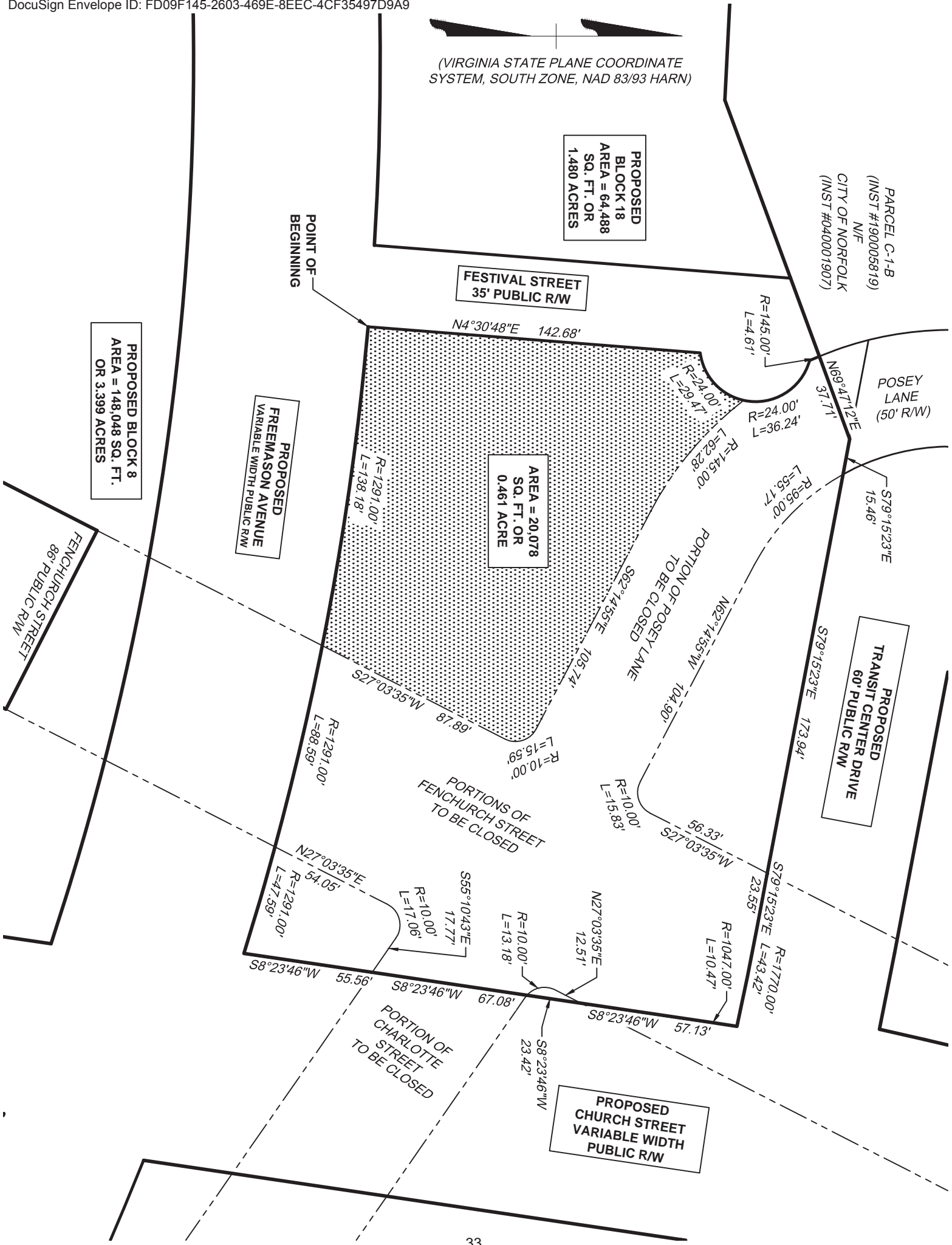
FENCHURCH STREET  
86' PUBLIC R/W

PORTIONS OF FENCHURCH STREET  
TO BE CLOSED

PORTION OF POSEY LANE  
TO BE CLOSED

PORTION OF CHARLOTTE STREET  
TO BE CLOSED

PROPOSED CHURCH STREET  
VARIABLE WIDTH PUBLIC R/W



**EXHIBIT D**  
Form of Quitclaim Deed  
(attached)



Prepared by: Office of the Norfolk City Attorney  
Michelle G. Foy, Deputy City Attorney (VSB #40213)  
Return to: Office of the Norfolk City Attorney  
810 Union Street, Suite 900  
Norfolk, Virginia 23510  
Tax Map Reference No.:  
Title Insurance Underwriter: N/A  
Consideration: N/A

This deed is exempt from the recordation taxes imposed  
by Sections 58.1-802 of the Code of Virginia, 1950,  
pursuant to Sections 58.1-811(A)(3) and 58.1-811(C)(4).

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
2021, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth  
of Virginia, Grantor, and **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**,  
Grantee, whose address is 555 E. Main Street, Norfolk, Virginia 23510.

**WITNESSETH:**

**WHEREAS**, by ordinances duly adopted by the Council of the City of Norfolk at the  
regularly scheduled public meeting held on \_\_\_\_\_, following the public hearings duly held,  
the City Council closed, vacated, and discontinued portions of \_\_\_\_\_, and approved the  
conveyance to the abutting property owner of any interest the City of Norfolk has, or may have, in  
such portions of the former rights-of-way of \_\_\_\_\_; and

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00), cash  
in hand paid, and other good and valuable consideration, the receipt of which is hereby  
acknowledged, the Grantor does hereby quitclaim, release, and convey to the Grantee, any and all  
right, title and interest the Grantor may possess in and to the portions of the former rights-of-way  
of \_\_\_\_\_ described in Exhibit A and shown on Exhibit B attached hereto, which were  
closed, vacated and discontinued by Ordinance Nos. \_\_\_\_\_, adopted by City Council on  
\_\_\_\_\_.

This conveyance is made subject to any easements, restrictions, and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title, which have not expired by a time limitation contained therein or have otherwise become ineffective, and to matters visible upon inspection.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the Council of the City of Norfolk, Virginia, pursuant to ordinance numbered \_\_\_\_\_, adopted by City Council on \_\_\_\_\_, effective \_\_\_\_\_, has caused Dr. Larry H. Filer II, City Manager, or his duly authorized designee, to affix his signature and seal hereto:

**CITY OF NORFOLK**

By: \_\_\_\_\_ (SEAL)  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**COMMONWEALTH OF VIRGINIA  
CITY OF NORFOLK, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, do hereby certify that Dr. Larry H. Filer II, City Manager, and Richard A. Bull, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Quitclaim Deed, have acknowledged the same before me in my City and Commonwealth aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Deputy City Attorney

**EXHIBIT A**

## Description of Closed Streets within Block 17

Beginning at the southwest intersection of the proposed southern right-of-way line of Transit Center Drive and the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street with a curve turning to the left with a radius of 1047.00 feet, an arc length of 10.47 feet, a chord bearing of S08°40'57"W, and a chord length of 10.47 feet to a point; thence S08°23'46"W a distance of 57.13 feet to a point on the existing eastern right-of-way line of Fenchurch Street; thence along said existing eastern right-of-way line of Fenchurch Street S27°03'35"W a distance of 12.51 feet to a point on the existing northern right-of-way line of Charlotte Street; thence along said existing northern right-of-way line of Charlotte Street with a curve turning to the left with a radius of 10.00 feet, an arc length of 13.18 feet, a chord bearing of S10°41'18"E, and a chord length of 12.24 feet to a point on the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street S08°23'46"W a distance of 67.08 feet to a point on the existing southern right-of-way line of Charlotte Street; thence along said existing southern right-of-way line of Charlotte Street N55°10'43"W a distance of 17.77 feet to a point; thence with a curve turning to the left with a radius of 10.00 feet, an arc length of 17.06 feet, a chord bearing of S75°56'26"W, and a chord length of 15.07 feet to a point on the existing eastern right-of-way line of Fenchurch Street; thence along said existing eastern right-of-way line of Fenchurch Street S27°03'35"W a distance of 54.05 feet to a point on the proposed northern right-of-way line of Freemason Avenue; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 88.59 feet, a chord bearing of N76°46'18"W, and a chord length of 88.57 feet to a point on the existing western right-of-way line of Fenchurch Street; thence along said existing western right-of-way line of Fenchurch Street N27°03'35"E a distance of 87.89 feet to a point on the existing southern right-of-way line of Posey Lane; thence along said existing southern right-of-way line of Posey Lane with a curve turning to the left with a radius of 10.00 feet, an arc length of 15.59 feet, a chord bearing of N17°35'40"W, and a chord length of 14.06 feet to a point, thence N62°14'55"W a distance of 105.74 feet to a point; thence with a curve turning to the right with a radius of 145.00 feet, an arc length of 62.28 feet, a chord bearing of N49°56'36"W, and a chord length of 61.80 feet to a point on the proposed eastern right-of-way line of Festival Street; thence along said proposed eastern right-of-way line of Festival Street with a curve turning to the left with a radius of 24.00 feet, an arc length of 36.24 feet, a chord bearing of N31°07'29"W, and a chord length of 32.90 feet to a point; thence with a curve turning to the right with a radius of 145.00 feet, an arc length of 4.61 feet, a chord bearing of N23°42'04"W, and a chord length of 4.61 feet to a point on the proposed southern right-of-way line of Posey Lane; thence along said proposed southern right-of-way line of Posey Lane N69°47'12"E a distance of 37.71 feet to a point; thence S79°15'23"E a distance of 15.46 feet to a point at the intersection of the existing northern right-of-way line of Posey Lane and the proposed southern right-of-way line of Transit Center Drive; thence along said existing northern right-of-way line of Posey Lane with a curve turning to the left with a radius of 95.00 feet, an arc length of 55.17 feet, a chord bearing of S45°36'45"E, and a chord length of 54.40 feet to a point; thence S62°14'55"E a distance of 104.90 feet to a point; thence with a curve turning to the left with a radius of 10.00 feet, an arc length of 15.83 feet, a chord bearing of N72°24'20"E, and a chord length of 14.23 feet to a point on the existing western right-of-way line of Fenchurch

Street; thence along said existing western right-of-way line of Fenchurch Street  $N27^{\circ}03'35''E$  a distance of 56.33 feet to a point on the proposed southern right-of-way line of Transit Center Drive; thence along said proposed southern right-of-way line of Transit Center Drive  $S79^{\circ}15'23''E$  a distance of 23.55 feet to a point; thence with a curve turning to the right with a radius of 1770.00 feet, an arc length of 43.42 feet, a chord bearing of  $S78^{\circ}33'13''E$ , and a chord length of 43.42 feet to the True Point and Place of Beginning, containing 28,588 square feet or 0.656 acre.

**EXHIBIT E**  
Form of Special Warranty Deeds  
(attached)

Prepared by: Michelle G. Foy, Deputy City Attorney (VSB #40213)  
Return to: Office of the Norfolk City Attorney  
Tax Map Reference No.:  
GPIN No.:  
Title Insurance Underwriter: None  
Consideration: \$10.00  
Assessed Value: \$

This deed is exempt from the recordation taxes imposed by Section 58.1-801 of the Code of Virginia, 1950, pursuant to Section 58.1-811(C)(4) and 58.1-811(A)(3).

**SPECIAL WARRANTY DEED**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia (the “City”), 810 Union Street, Suite 1101, Norfolk, Virginia 23510 (**GRANTOR**), and **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY** (“NRHA”), a political subdivision of the Commonwealth of Virginia, 555 E. Main Street, Norfolk, Virginia 23510 (**GRANTEE**).

**WITNESSETH THAT:**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey with **SPECIAL WARRANTY**, unto the Grantee, the property described in **Exhibit A** attached hereto.

This conveyance is made expressly subject to the easements, conditions, reservations and restrictions, if any, of record, affecting the said properties and constituting constructive notice.

In compliance with the provisions of Section 15.2-1803 of the Code of Virginia, 1950, as amended, this deed is in the form approved by the City Attorney for the City of Norfolk, Virginia, and is accepted by the City Manager on behalf of the City, he having been authorized to so act on behalf of the City of Norfolk by Ordinance Number \_\_\_\_\_ duly adopted by the Council of the City of Norfolk at the City Council meeting held on February 9, 2021, which approval and conveyance are evidenced by the execution of this deed by the City Attorney and the City Manager, or their duly authorized deputies.

**IN WITNESS WHEREOF**, the Council of the City of Norfolk, Virginia, has caused the proper officers of the City of Norfolk, to affix their signatures and seals hereto.

**CITY OF NORFOLK**

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

Name: Dr. Larry H. Filer II

Title: City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**COMMONWEALTH OF VIRGINIA  
CITY OF NORFOLK, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, do hereby certify that Dr. Larry H. Filer II, City Manager, and Richard A. Bull, City Clerk, respectively, whose names as such are signed to the foregoing Special Warranty Deed, bearing date on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, have acknowledged the same before me in my City and State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

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

Notary ID No. \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
Deputy City Attorney



**EXHIBIT A**  
Legal Description

# Appraisal Report

February 18, 2021

Block 17, L.P.  
c/o Mr. Richard J. Sciortino, Principal  
Brinshore Development, LLC  
666 Dundee Road, Suite 1102  
Northbrook, IL 60062

Mr. J. D. Bondurant  
Director of LIHTC Programs  
**Virginia Housing**  
601 S. Belvedere Street  
Richmond, VA 23220

Reference: Restricted Appraisal Report

Project: **Block 17 Apartment Site**  
A Proposed 68-Unit LIHTC Apartment Community  
With 16,871 Square Feet of Commercial Space  
Proposed Freemason Street  
Norfolk, Virginia 23510  
E&C File 008-21

Gentlemen:

In accordance with our professional services agreement, Peter S. Eckert & Company, Inc. has appraised the above-referenced property and the valuation analysis is summarized in the attached restricted appraisal report. The appraisal's purpose is to form an opinion about the Market Value of the Leasehold Interest in the 1.320-acre site designated as the Block 17 Apartment Site in the St. Paul's Redevelopment Area of the City of Norfolk, Virginia. The opinion of value is effective as of February 9, 2021, the date of the last site visit.

The subject property, currently improved with an asphalt paved surface parking lot, has been identified as a potential site for a 68-unit affordable housing apartment community with 16,871 square feet of rentable commercial space. It is our understanding that the client, Block 17, L.P., proposes an 80-year Ground Lease. It is proposed that the annual rental rate is One Dollar (\$1.00) per year.

Attached to this transmittal letter is a Restricted Appraisal Report that has been prepared in accordance with *Standard Rule 2-2(b)* of the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition*, the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute; the *Code of Virginia, Title 54.1* and the *Rules and Regulations* of the Virginia Real Estate Appraiser Board.

Mr. Richard J. Sciortino, Brinshore Development, LLC  
Mr. JD Bondurant, Virginia Housing

Based on my analysis of the market data, subject to the general and extraordinary assumptions, limiting and hypothetical conditions and definitions set forth in the attached appraisal report, it is my opinion that the Market Value of the Leasehold Interest in the subject real property as of February 9, 2021 is:

**ONE MILLION FIVE HUNDRED SIXTEEN THOUSAND DOLLARS.....\$1,516,000**

Thank you for this opportunity to be of service. If I can be of any further assistance, please advise.

Respectfully submitted,

**PETER S. ECKERT & COMPANY, INC.**  
**Real Estate Appraisers and Counselors**

A handwritten signature in blue ink, appearing to read "Peter S. Eckert", with a long horizontal flourish extending to the right.

**Peter S. Eckert, CRE,MAI**  
**President**

## **Restricted Appraisal Report of**

### **Block 17 Apartment Site**

A Proposed 68-Unit LIHTC Apartment Community  
With 16,8871 Square Feet of Commercial Space  
Proposed Freemason Street  
Norfolk, Virginia 23510  
E&C File 008-21

### **Prepared For**

Block 17, L.P.  
c/o Mr. Richard J. Sciortino, Principal  
Brinshore Development, LLC  
666 Dundee Road, Suite 1102  
Northbrook, IL 60062

Mr. J. D. Bondurant  
Director of LIHTC Programs  
**Virginia Housing**  
601 S. Belvedere Street  
Richmond, VA 23220

### **Prepared By**

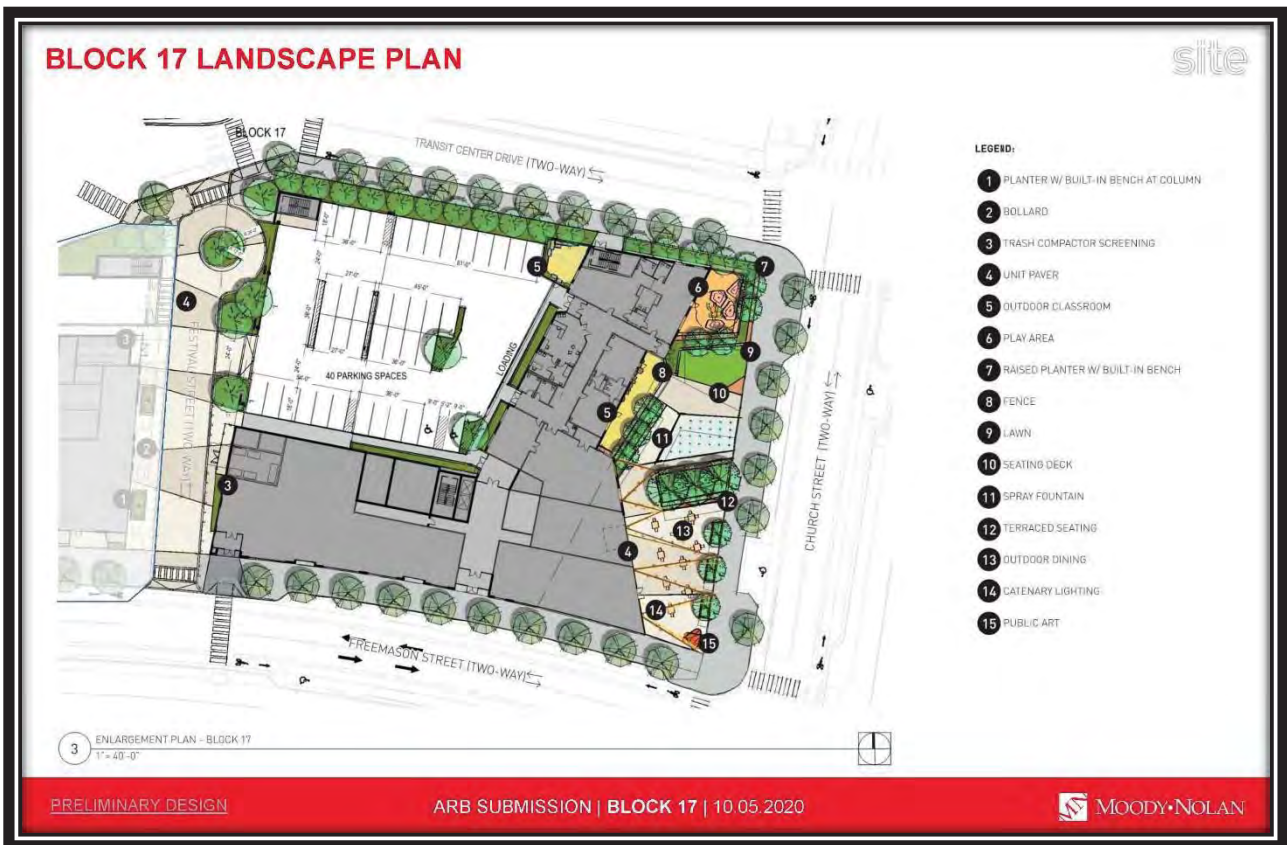
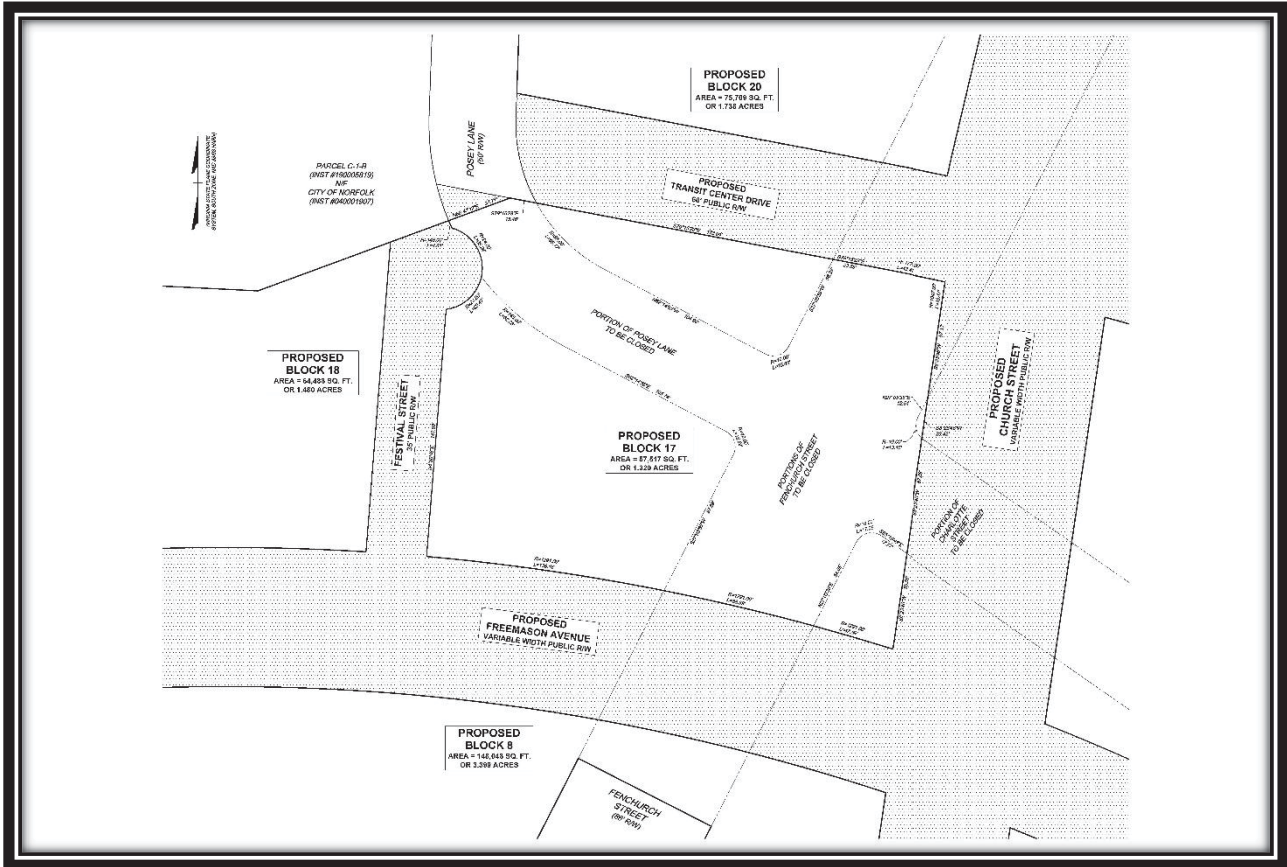
Peter S. Eckert, CRE, MAI  
**Peter S. Eckert & Company, Inc.**  
Real Estate Appraisers and Counselors  
410 N. Ridge Road, Suite 200  
Richmond, Virginia 23229

### **Effective Date for the Opinion of Value**

February 9, 2021

### **Transmittal Date of the Appraisal Report**

February 18, 2021



## Property Identification



The subject of this appraisal is a tract of land identified as the Block 17 Apartment Site that will be subdivided out of several parcels of land currently improved with asphalt-paved parking lots fronting Posey Lane and Fenchurch Street in the St. Paul's Redevelopment area of the City of Norfolk, Virginia. The subject of this appraisal includes the proposed Block 17 site containing 1.320 acres or 57,517 square feet of land as shown on the exhibits on the preceding page. The land is proposed for the development of 68 affordable multifamily rental units and 16,871 square feet of rentable commercial space as presented on the Moody-Nolan preliminary designs. The proposed subject site is rectangularly shaped and will front the northern line of proposed Freemason Street, the east line of Festival Street, the south line of proposed Transit Center Drive and the west line of proposed Church Street. The land is described in detail in the Legal Description provided by the client and included in the Addenda for the reader's reference.

## Legal Description

No title commitments or reports were provided to the appraiser for review. It is our understanding that the lands from which the subject property will be subdivided are owned by the City of Norfolk and/or the Norfolk Redevelopment and Housing Authority. The client has provided a Legal Description of the property which is included in the Addenda of this report and the metes and bounds description appears to match the proposed Block 17 exhibit on the preceding page. Any questions of a legal nature should be addressed to the Client's and/or Owner's legal counsel.

## Purpose of the Appraisal

The purpose of this appraisal is to analyze market data and complete a valuation analysis that leads to a logical conclusion of the Market Value of the Leasehold Interest in the subject property. The property is valued in its "As Is" condition as of the date of the last site visit. The valuation is subject to a proposed lease and further subject to the general and extraordinary assumptions, limiting and hypothetical conditions and definitions set forth in this report.

## Function of the Appraisal

The function of this appraisal is to provide a third party, objective estimate of Market Value of the Leasehold Interest in the subject property for use in making underwriting and financing decisions. The appraisal was authorized by Ms. Mary Margaret Licisyn, Vice President/Senior Development Manager of Banc of America Community Development Corporation on behalf of Block 17, L.P. on January 14, 2021.

## Client and Intended User Disclosure

The Client is defined in the Uniform Standards of Professional Appraisal Practice (USPAP) as:

*“The party or parties (i.e., individual, group, or entity) who engage an appraiser (by employment or contract) in a specific assignment, whether directly or through an agent.”*

The Intended User is further defined in the Uniform Standards of Professional Appraisal Practice as:

*“The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.”*

The Client is Banc of America Community Development Corporation, Bank of America on behalf of Block 17, L.P. The Intended Users include Banc of America Community Development Corporation, Bank of America, Virginia Housing represented by Mr. J. D. Bondurant, Director of LIHTC Programs and Brinshore Development, LLC represented by Richard J. Sciortino. No other users of this report are intended by the appraiser.

The Intended User is entitled to the use of the appraisal only for the intended purpose expressed in this report subject to the assumptions and limiting conditions set forth herein. The designation as an intended user of the appraisal does not entitle that intended user to additional analysis and reporting. Any other use of the appraisal by any third party for any other purpose is at their risk and is unauthorized.

## Client’s Intended Use Disclosure

The Intended Use is defined in the Uniform Standards of Professional Appraisal Practice as:

*“The use(s) of an appraiser’s reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of assignment.”*

This report is intended for exclusive use by the Intended Users in making underwriting and financing decisions related to the subject property, a 1.320 acre parcel of land and an associated proposed 80-year ground lease. No other uses of this appraisal are intended by the appraiser.



## Scope of Work

The scope of work is the identification of the problem to be solved, planning the solution to the problem and then applying the appropriate methodology that will result in a credible estimate of value. The appraiser and the client have agreed upon an appropriate valuation methodology and reporting option. In the development of this appraisal assignment, sufficient investigations were completed to gather data from which an opinion of value can be derived. The value of the subject property is considered in the context of its market area as of the stated effective date.

In order to gather information, a site visit was conducted. Where necessary or appropriate, the appraiser reviewed available site plans, tax maps, flood maps and other exhibits in order to assess the physical characteristics of the site, including the location, site size, shape, frontage, visibility, exposure, topography, drainage, utilities, site improvements and environmental issues.

A search of municipal records has been completed to ascertain the current and historical assessment and ownership data regarding the property. Contacts were made with other municipal authorities (public works and utilities, zoning administration, planning, etc.) where necessary, to determine compliance or noncompliance to local, state and federal regulations.

This valuation analysis included an estimate of Land Value, in Fee Simple, which entails the application of the Sales Comparison Approach. The Land Value assumes that the site is vacant and available for development to its highest and best use. The results of this analysis were used to separate or identify the value of the Leasehold and Leased Fee Interests in the property assuming that the proposed Lease Agreement is consummated at the terms provided to the appraiser.

A thorough research effort was conducted to extract data from the market applicable to the appraisal assignment. Properties were explored throughout the market area to determine existing and proposed inventory, supply/demand and marketability within the subject classification. Judgments are made regarding the reliability and quantity of the data, with each approach weighted and analyzed in light of the subject property.

The most pertinent of the data has been maintained in the Appraiser's work file consistent with the requirements of Standards Rule 2.2(b) of the *2020-2021 Edition of the Uniform Standards of Professional Appraisal Practice*. To the best of our ability, the research, analysis and interpretation of the information in the marketplace was completed in accordance with sound appraisal principles and the opinions and conclusions of value are considered to be reasonable and reliable.

## Type of Appraisal Report

Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition states:

“Each written real property appraisal report must be prepared under one of the following options and prominently state which option is used: Appraisal Report or Restricted Appraisal Report.”

When the intended users include parties other than the client, an Appraisal Report must be provided. When the intended users do not include parties other than the client, a Restricted Appraisal Report may be provided. The 2020-2021 USPAP allows the use of a Restricted Appraisal Report if additional users are specifically identified by name. The essential difference between these two opinions is in the content and level of information presented in the report. The appropriate reporting option and the level of information necessary in the report are dependent upon the intended use and the intended users. This is a Restricted Appraisal Report of the Project Block 17 site in the City of Norfolk, Virginia.

## **Property Rights Appraised**

The value estimate, as set forth in this report, is the Market Value as defined of the Leasehold Interest in the subject property assuming that the proposed Ground Lease is consummated at the terms and under the conditions provided to the appraiser. The Leasehold Estate is defined in the Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition published by the Appraisal Institute on Page 128 as:

“The right held by the Lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.”

A copy of the proposed Ground Lease has not been provided to the Appraiser for review. It is assumed for the purposes of this analysis that the parties will enter into an eighty (80) year Ground Lease with a rent payable of One Dollar (\$1.00) per year. It is further assumed that the Ground Lease will contain standard Lessor and Lessee representations and covenants and that the Agreement will be a “Net Lease” with the Lessee being responsible for all expenses during the term of the lease. The appraiser reserves the right to alter the value opinion upon receipt and review of the Lease Agreement.

## **Ownership History**

A Title Insurance Policy was not provided for reference in this appraisal. It is assumed for the purposes of this report that Fee Simple Ownership is vested in the name of the City of Norfolk, Virginia or the Norfolk Redevelopment and Housing Authority. To the appraiser’s knowledge and in compliance with USPAP Standards Rule 1-5(b), it is reported that there have been no transfers of the subject property within the three years prior to the effective date of this appraisal.

In accordance with the Uniform Standards of Professional Appraisal Practice Ethics Rule requirement, the appraiser discloses that he and/or the firm have not provided real estate appraisal or other real estate related services regarding the subject property within the prior three years of the acceptance of this engagement. The appraiser is unaware of any other pending contracts, leases or agreements related to the subject property. Any questions of a legal nature should be directed to the Owner’s and/or Client’s legal counsel.

## Report Assumptions

1. Liability of Peter S. Eckert & Company, Inc. and employees is limited solely to the client. There is no accountability or liability to any third party.
2. The owner of record is assumed to have a free and clear fee simple title with no encumbrances that cannot be cleared through normal channels. The appraiser assumes no responsibility for the legal description or matters of a legal nature affecting the property or the title thereto. The appraiser does not render any opinion as to title, which is assumed to be good and marketable.
3. The information on which this appraisal is based has been obtained from sources normally used by Peter S. Eckert & Company, Inc. and is considered to be reliable but is in no sense guaranteed.
4. Peter S. Eckert & Company, Inc. reserves the right to alter its opinion of value or other conclusions on the basis of information withheld or not discovered in the normal course of a diligent investigation.
5. Responsible ownership and competent property management are assumed.
6. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal.
7. It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate or conclusion is based.
8. The appraiser is not required to give testimony or appear in court because of having made this appraisal with reference to the property in question, unless arrangements have been previously made. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
9. No survey was made especially for this appraisal. Property lines, area, etc. of record or otherwise provided are assumed to be correct. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
10. No engineering survey has been made by the appraiser. Except as specifically stated, size and area estimates are based on sources considered reliable. No opinion of an engineering nature is intentionally expressed or implied and no responsibility is assumed for these matters.
11. Maps, plats and other exhibits are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.
12. No opinion is expressed as to the value of subsurface oil, gas or mineral rights. The property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.
13. Disclosure of the contents of the appraisal is governed by the Bylaws and Regulations of the professional organizations with which Peter S. Eckert & Company, Inc. is affiliated.
14. Acceptance of and/or use of this report constitutes acceptance of these assumptions and limiting conditions.
15. This report is intended to comply with the Code of Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It is further intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Rules and Regulations of the Virginia Real Estate Appraiser Board.

## **Limiting Conditions**

1. Possession of this report, or a copy, does not carry with it the right of publication.
2. Neither all nor any part of the contents of this report {especially any conclusions as to value, identity of the appraiser or firm with which he is connected or any reference to the Appraisal Institute or the MAI or SRA designations} shall be disseminated to the public through the advertising media or any other public means of communication without the prior written consent and approval of Peter S. Eckert & Company, Inc. Acceptance of and/or use of this report constitutes acceptance of these restrictions.
3. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. Unless otherwise stated, no consideration in the valuation process has been given to mineral deposits {oil, gas, coal, gravel, etc.} or timber, if any, that may be found on the subject.
4. The forecasts, projections or operating estimates contained herein are based upon current market conditions, anticipated short term supply/demand factors and a continued stable economy. These forecasts are subject to changes in future conditions.
5. It is assumed that there are no hidden or unapparent conditions of the subject property, subsoil or structures which would render it more or less valuable than other comparable properties. No responsibility is assumed for any conditions or for professional engineering services which might be required to discover such facts. No soils or geologic reports were made available to provide further input in this area.
6. Selected boundary surveys, site plans and other plats were provided for review. Proposed building and unit plans were made available. Selected plans are included in the Addenda for the reader's reference. No responsibility or representation is assumed or made for any costs associated with correcting any deficiencies or inaccuracies in provided surveys, plans or building construction. The appraiser reserves the right to alter this report and the value conclusions pending receipt and review of current surveys, site plans, building plans, specifications and/or related studies/documents.
7. Peter S. Eckert, CRE, MAI personally visited the subject property but did not conduct an architectural or engineering inspection of the buildings and/or components. It is presumed that there are no structural deficiencies and the appraiser assumes no responsibility for defects or costs incurred to discover or correct any deficiencies present in the property.
8. Unless otherwise stated, the appraiser makes no representation or warranties as to the adequacy or condition of appliances, electrical systems, plumbing and heating, air conditioning, presence of insulation, adequacy or condition of structural systems or any other subsystem within the property. The appraiser assumes no responsibility for any costs incurred to discover or correct any deficiencies present in the property.
9. Unless otherwise noted, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The presence of hazardous materials, if any, may impact the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property which would cause a loss in value. No responsibility is assumed for any conditions, or for any expertise or engineering knowledge required to discover them. Should the client have concerns over the existence of hazardous materials on or in the property, they should consider the services of a qualified, independent engineer or contractor to determine the existence and/or extent of any hazardous materials, as well as the cost associated with any required mitigation and/or removal.
10. On January 26, 1992, the Americans with Disabilities Act (ADA) took effect. This report has not considered this act and the impact it may have on the proposed improvements with respect to general compliance and renovation costs. Should a report be provided which indicates a required renovation, the appraiser reserves the right to amend this report.
11. The appraiser has prepared this report in compliance with the Competency Provision explicitly detailed in the Uniform Standards of Professional Appraisal Practice (USPAP). The appraiser is fully experienced in the appraisal of this product type.

## **Qualifications of Peter S. Eckert, CRE, MAI, SRA President of Peter S. Eckert & Company, Inc.**

### **Experience**

Real estate appraiser and counselor since 1973 experienced in valuation assignments of most types of real estate with a special emphasis on multifamily properties. Evaluation assignments have included marketability, feasibility and highest and best use services to a variety of clients. Qualified as an expert witness in the Circuit Courts of the Cities of Chesapeake, Hampton, Newport News, Virginia Beach and Williamsburg and the Counties of Henrico, James City and York, Virginia and the United States Bankruptcy Court, Newport News and Norfolk, Virginia. Licensed Real Estate Broker, Commonwealth of Virginia. Certified General Real Estate Appraiser 4001 000717, Commonwealth of Virginia. Certified General Real Estate Appraiser licensed in the State of North Carolina.

### **Education**

Virginia Polytechnic Institute and State University, 1969 to 1971, Major in Building Construction;  
Virginia Commonwealth University, 1975, B.S., Mass Communications.

Specialized Appraisal Courses taught by the American Institute of Real Estate Appraisers, the Society of Real Estate Appraisers or the Appraisal Institute

AIREA 1A - Principles, Methods and Techniques, 1974

SREA 201 - Income Property Valuation, 1975

SREA R2 - Single Family Residential Appraisal, 1977

AIREA 4 - Condemnation, 1977

AIREA 2-1 - Valuation Analysis and Report Writing, 1981

AIREA 2-2 - Case Studies in Real Estate Valuation, 1981

AIREA 2-3 - Standards of Professional Practice, 1981

AIREA Exam - Comprehensive Examination, 1981

AIREA 10 - Market Analysis, 1987

AIREA-SPP - Standards of Professional Practice, 1988, 1993, 1997

AI 710, 720 - Condemnation Appraising, 2002, 2003

AI 400 – USPAP 2003, 2005, 2007, 2009, 2011, 2012, 2014, 2015, 2017, 2019

AI 420 - Business Practices and Ethics 2003, 2008, 2016, 2019

Supervisory Appraiser/Trainee Appraiser Appraisal Course, 2016

### **Clientele**

Local, state and federal agencies; city and county governments and housing authorities; local and national corporations; insurance companies; regional and national banking and financial institutions; accountants, attorneys, developers, investors and private individuals.

### **Memberships**

Counselor of Real Estate (CRE) The Counselors of Real Estate, 1998; Member Appraisal Institute (MAI) since 1981; President Hampton Roads Chapter of the Appraisal Institute, 2004; Member Board of Directors, 1983-1991, 1999-2002; Chapter 48 President, 1987; Society of Real Estate Appraisers, Senior Residential Appraiser (SRA) since 1978, Chapter 117 President, 1983 to 1984; Vice Governor, 1987, District 15; President of Virginia Association of Professional Appraisers, 1995 to 1996; President 2009, Hampton Roads Association for Commercial Real Estate, Board Member 1999 to 2012; Legislative Chair, Virginia Association of Realtors® Appraisal Section, 1998-1999; Chair, HRACRE Presidents Council, 2013/2014; President, Virginia Association for Commercial Real Estate (VACRE), 2013 to 2018. I am a member in good standing and am certified under the Continuing Education Programs of the Appraisal Institute, the Commonwealth of Virginia and the State of North Carolina..

## **Certification**

The undersigned certifies that to the best of my knowledge and belief and except as otherwise noted in this appraisal:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Peter S. Eckert, CRE, MAI has not performed services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
7. My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Peter S. Eckert, CRE, MAI has completed the requirements under the Continuing Education Program of the Appraisal Institute.
11. Peter S. Eckert, CRE, MAI has made a personal site visit of the property that is the subject of this report.
12. No one other than the undersigned provided significant professional assistance. Other members of the staff of Peter S. Eckert & Company, Inc. have assisted in obtaining and processing portions of the data used.
13. The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
14. The undersigned certifies 1) that this appraisal conforms to the Uniform Standards of Professional Appraisal Practice issued by the Appraisal Standards Board of the Appraisal Foundation, to the applicable provisions of Title XI of the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989, 12 USC 3310, 3331-3351, and to the applicable regulations of the Federal Reserve System, 12 CFR Parts 208 and 225, and 2) that the undersigned holds the requisite license issued by the Virginia Real Estate Appraiser Board to be able to perform this appraisal in compliance with Virginia law and regulation..

Based on my analysis of the market data, subject to the general and extraordinary assumptions, limiting and hypothetical conditions and definitions set forth in the attached appraisal report, it is my opinion that the Market Value of the Leasehold Interest in the subject real property as of February 9, 2021 is:

**ONE MILLION FIVE HUNDRED SIXTEEN THOUSAND DOLLARS. .... \$1,516,000**

**PETER S. ECKERT & COMPANY, INC.**  
**Real Estate Appraisers and Counselors**



**Peter S. Eckert, CRE,MAI**  
**President**

## **Extraordinary Assumptions and Hypothetical Conditions**

The value conclusions may be subject to extraordinary assumptions and/or hypothetical conditions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. Hypothetical conditions are contrary to known facts about the property but are used for the purpose of the analysis. If these assumptions or conditions are found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

The conclusions reached in this appraisal assume that a Ground Lease is consummated between the Lessor and Lessee for a period of eighty (80) years at a rent of One Dollar (\$1.00) per year. Other terms of the Ground Lease are undisclosed at this time but are assumed to be typical for leases of this nature.

## **Highest and Best Use Conclusions**

The subject's highest and best use, as if a vacant, undeveloped site, is for a mixed-use development in conjunction with the greater redevelopment of the St. Paul's area in Downtown Norfolk. The subject site is proposed for a multifamily land use with commercial space, a mixed use project that is in keeping with the ongoing redevelopment project taking place. The existing parking lot improvements are judged to be an interim use until such time as a multifamily and commercial development is constructed on the site.

## **Exposure Time**

The opinion of value is premised on an exposure period of twelve months or less.

## **Valuation Analysis**

The value of the leasehold interest in the subject property is the focus of this assignment. The market value of a leasehold interest depends on how contract rent compares to market rent. The proposed rent of One Dollar (\$1.00) per year is below market rent. A residual calculation of leasehold value is most often appropriate in the case of a below market lease like the subject. The calculations include 1) the estimate of fee simple value; 2) the estimate of the leased fee value by use of present worth discounting; and 3) subtracting the leased fee value from the fee simple value to estimate the residual attributable to the leasehold.

The Sales Comparison methodology was employed to determine the Fee Simple land value of \$1,576,000. Land capitalization and discount rates were employed in the capitalization and present worth discounting processes. Since the annual rent is minimal and the reversion of the property would not occur for eighty years, the value of the Leased Fee Interest is calculated to be no more than \$60,000. Therefore, the value of the Leasehold Interest is estimated at \$1,516,000.



## **Reconciliation**

The Sales Comparison Approach provided a supportable estimate of the market value of the fee simple interest in the subject property using several current land sales researched in the market. The proposed income stream was discounted over the eighty-year term at rates considered to be market oriented. As a result, the Market Value of the Leasehold Interest is judged to be fully supported.

Based on my analysis of the date, subject to the general and extraordinary assumptions, limiting and hypothetical conditions and definitions set forth in this report, the Market Value of the Leasehold Interest in the subject property as of February 9, 2021 was estimated at:

**ONE MILLION FIVE HUNDRED SIXTEEN THOUSAND DOLLARS.....\$1,516,000**

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

This deal does not require  
information behind this tab.



V

Nonprofit or LHA Purchase  
Option or Right of First  
Refusal

Prepared by and after recording return to:  
Delphine G. Carnes, Esq.  
Delphine Carnes Law Group, PLC  
101 W. Main Street, Suite 440  
Norfolk, VA 23510

Tax Map Reference Number:

EXEMPT FROM RECORDATION TAX PURSUANT TO VA CODE §58.1-811(A)(3)

### RIGHT OF FIRST REFUSAL AGREEMENT

This RIGHT OF FIRST REFUSAL AGREEMENT (this “Agreement”) is made as of March 12, 2021 (“Effective Date”) by and between BLOCK 17, LP, a Virginia limited partnership, having an address of c/o Brinshore Development, L.L.C., 666 Dundee Road, Suite 1102, Northbrook, Illinois 60062, its successors and assigns (“Owner”) (GRANTOR for purposes of indexing), and NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia, having an address of 555 E. Main Street, Norfolk, Virginia 23510 (“Grantee”) (GRANTEE for purposes of indexing).

WHEREAS, Owner and Grantee (“Landowner”) have entered into that certain Deed of Ground Lease, as amended, pursuant to which the Owner owns a leasehold interest in the real property described at Exhibit A attached hereto (the “Subject Parcel”) for the purposes of developing an affordable housing project containing approximately 68 units (“Project”), and may include other commercial, retail or community uses thereon; and

WHEREAS, Grantee, concurrently with the execution and delivery of this Agreement, has entered into documents and other related agreements evidencing a loan by Grantee to Owner concerning the Project; and

WHEREAS, Grantee’s cooperation and loan funding are instrumental in the development of the Project; and

WHEREAS, the Owner intends to apply for certain financing, including tax credits from Virginia Housing (formerly the Virginia Housing Development Authority) (“Tax Credit Competition”) and upon winning and closing on such tax credit and other financing, the Project is or will be subject to one or more governmental agency regulatory agreements (the “Regulatory Agreements”) restricting its use to low- and moderate-income housing (such use restrictions under the Regulatory Agreements being referred to collectively herein as the “Use Restrictions”); and

WHEREAS, the Owner plans to finance its construction of the Project, in part, through the syndication of low income housing tax credits allocated to the Project to certain equity investor members (collectively, the “Non-Managing Members”) in exchange for an interest in the Owner; and

WHEREAS, it is contemplated that the Non-Managing Members shall be admitted into the Borrower pursuant to a certain amended and restated operating agreement dated on or about the date of such admission (the “Operating Agreement”) by and between the Non-Managing Members and Block 17 Manager, LLC (the “Managing Member” and collectively with the Non-Managing Member, the “Members”); and

WHEREAS, Grantee and Owner desire to provide for the continuation of the Project as low-income housing as set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Year 15 Refusal Right.

- 1.1. Commencing on the day following December 31 of the 15th year of the Compliance Period (as defined in Section 42 of the Internal Revenue Code (the “Code”) and for a period of twelve (12) months thereafter, if the Owner receives an offer to purchase the Project from a third party, other than any offer by the managing member of the Owner, an affiliate of Brinshore Development, LLC (“BD LLC”) or of Grantee, or their respective successors or assigns, and the Owner intends to accept such Offer (“Offer”), then Grantee will have a right of first refusal to purchase the Project (“Y15 Refusal Right”) on the terms and conditions, and subject to the conditions precedent specified in this Agreement. Prior to accepting any Offer, the Owner will deliver to Grantee a copy of the Offer (“Offer Notice”). The Owner will not accept any Offer unless and until the Y15 Refusal Right has expired without exercise by Grantee.
- 1.2. The foregoing grant of the Y15 Refusal Right will be effective only if Grantee is a governmental entity or qualified nonprofit organization, as defined in Section 42(i)(7) of the Internal Revenue Code of 1986, as amended (the “Code”) at the time it receives the Offer Notice and remains such as of (i) the date that the Y15 Refusal Right has been exercised and the resulting purchase and sale has closed, or (ii) the date that the Y15 Refusal Right has been assigned to a Permitted Assignee (defined below). Any assignment and the corresponding grant of the Y15 Refusal Right permitted under Section 4 below will be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Y15 Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee.

1.3. The Y15 Refusal Right purchase price for the Project (“Y15 Purchase Price”) pursuant to the Y15 Refusal Right will be the sum of (i) the principal amount of outstanding obligations or indebtedness of the Partnership or secured by the Project, and (ii) all Federal, state and local taxes projected to be imposed on the partners or members of the Owner in connection with such sale including federal income tax liability incurred as a result of the payment of purchase price, plus, to the extent the proceeds of Y15 Purchase Price would be insufficient to provide such amounts, an additional amount sufficient to assure receipt by the Non-Managing Members of the Owner from the proceeds of the sale of the Project (when distributed pursuant to the provisions of the Operating Agreement) of an amount not less than the sum of all federal, state and local taxes, including without limitation, all income taxes due upon sale, incurred or to be incurred by the Non-Managing Members (or their constituent partners or members) as a result of such sale plus the amount of any theretofore unpaid tax credit shortfall payments, asset management fees or other debts or obligations, to which the Non-Managing Members, as applicable, are entitled under the Operating Agreement). For avoidance of doubt, the Y15 Purchase Price shall not be less than the “Minimum Purchase Price” set forth in Section 42(i)(7)(B) of the Code. For avoidance of doubt, the Y15 Purchase Price shall not be less than the “Minimum Purchase Price” set forth in Section 42(i)(7)(B) of the Code.

2. Conditions Precedent. Notwithstanding anything in this Agreement to the contrary, the Y15 Refusal Right shall be contingent on the following:

(a) The Owner successfully obtains an award of tax credits from the Tax Credit Competition and such financing is part of the acquisition or construction of the Project.

(b) Either (i) the Regulatory Agreements shall have been entered into and remain in full force and effect, or (ii) if the Regulatory Agreements are no longer in effect due to reasons other than a default thereunder by Owner, such Use Restrictions shall have remained in effect as to the Project by other means.

If any or all of such conditions precedent have not been met, the Y15 Refusal Right shall not be exercisable.

3. Exercise of Y15 Refusal Right. The Y15 Refusal Right each may be exercised by Grantee by (a) giving prior written notice of its intent to exercise the Y15 Refusal Right to Owner and each of its Members in the manner provided in Paragraph 6 and in compliance with the requirements of this Paragraph 4, and (b) complying with the closing requirements of this Agreement. Any such notice of intent to exercise the Y15 Refusal Right shall be given within ninety (90) days after Grantee has received Owner’s Offer Notice pursuant to Paragraph 2.1 hereof. In either case, the notice of intent shall specify a closing date within one hundred twenty (120) days immediately following the date of exercise, which date may be extended as may be provided in a purchase and sale contract agreed upon by the parties. If the foregoing

requirements (including those of Paragraph 3 hereof) are not met as and when provided herein, the Y15 Refusal Right, or both, as applicable, shall expire and be of no further force or affect.

4. Assignment. Grantee may assign all or any of its rights under this Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project (each a “Permitted Assignee”) that demonstrates its ability and willingness to maintain the Project as low-income housing in accordance with the Use Restrictions. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Owner. Upon any permitted assignment hereunder, references in this Agreement to Grantee shall mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. No assignment of Grantee's rights hereunder shall be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee's obligations under this Agreement and copies of such written agreement are delivered to Owner. Except as specifically permitted herein, Grantee's rights hereunder shall not be assignable.
5. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, or by recognized overnight delivery service, to the persons and at the addresses set forth below or to such other persons or addresses as the party entitled to notice shall have specified in writing to the other party hereto from time to time.

5.1. To the Grantee:

Norfolk Redevelopment and Housing Authority  
555 E. Maine Street  
Norfolk, Virginia 23510

with a copy, which shall not constitute notice, to:

Delphine Carnes Law Group, PLC  
101 W. Main Street, Suite 440  
Norfolk, VA 23510

5.2. To the Owner:

**BLOCK 17, LP,**  
c/o Brinshore Development, L.L.C.  
666 Dundee Road, Suite 1102  
Northbrook, IL 60062



with copies, which shall not constitute notice, to each of:

Brinshore Development, L.L.C.  
666 Dundee Road, Suite 1102  
Northbrook, IL 60062

Klein Hornig LLP  
1325 G Street NW, Suite 700  
Washington, DC 20005  
Attention: Erik T. Hoffman  
Fax No.: (202) 842-0125

All notices, demands and requests shall be effective upon such personal delivery or upon being deposited in the United States mail or with the overnight delivery service as required above. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving to the other party written notice thereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

6. Mediation. In the event the purchase price for the Project is sought to be settled through mediation, or in the event of any other dispute hereunder, each of Grantee, Owner or its successor in interest, and Owner's Members shall exercise best efforts in good faith to reach agreement within 30 days after the initiation of a mediation process conducted by a single mutually acceptable mediator who shall be selected within 15 days after one party requests mediation hereunder. Such mediator shall conduct proceedings in the geographic area in which the Project is located, according to such procedures as the mediator shall designate, provided that they are fair and in accordance with mediation procedures generally accepted in the geographic area in which the Project is located. Such mediation is intended to facilitate agreement and shall not be binding. The costs of the mediator shall be borne equally by the parties and each party shall bear the cost of its own counsel and out-of-pocket expenses in connection with the mediation. In the absence of the selection of a mutually acceptable mediator or in the absence of an agreement by such parties after such periods as provided for above, each party may, at its option, take any action available to it in law or equity in any court of competent jurisdiction.
7. Miscellaneous. This Agreement shall be liberally construed in accordance with the laws of the Commonwealth of Virginia in order to effectuate the purposes of this Agreement. This Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement.

8. Subordination. This Agreement is and shall remain automatically subject and subordinate to any mortgage to (or assigned to) an institutional or governmental lender or any other entity holding first-position debt secured by 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, the Y15 Refusal Right granted hereunder shall not apply to such foreclosure or deed in lieu, and this Agreement shall become void and shall be of no further force or effect.
9. Termination. In the event Grantee does not exercise the Y15 Refusal Right and the Project is transferred to a purchaser that is not either a Member or an affiliate of BD LLC or its successors or assigns, Grantee shall be deemed to have waived its Y15 Refusal Right hereunder and this Agreement shall become void and shall be of no further force or effect. Upon written request, the Grantee will provide written confirmation of such waiver, through no such documentation shall be required for its waiver to have become effective.
10. Amendment. This Agreement shall not be amended, modified, or supplemented without the prior written consent of any and all mortgagees whose loans are secured by a deed of trust (or similar security instrument) recorded against the Project and the Non-Managing Members of Borrower.

[Remainder of Page Left Intentionally Blank]

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

**GRANTOR:**

**BLOCK 17, LP,**  
a Virginia limited partnership

By: Block 17 Manager, LLC,  
its general partner

By: Brinshore TL, LLC,  
its managing member

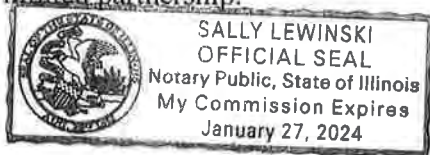
By: Brinshore Development, LLC,  
its managing member

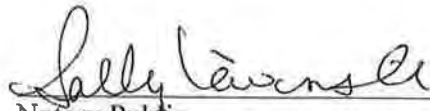
By: RJS Real Estate Services, Inc.,  
a member

By:   
Name: Richard J. Sciortino  
Title: President

State/ Commonwealth of Illinois  
County of Cook

The foregoing instrument was acknowledged before me Sally Lewinski this 16<sup>th</sup> of March, 2021, by Richard J. Sciortino, the President of RJS Real Estate Services, Inc., an Illinois corporation, a member of Brinshore Development, LLC, an Illinois limited liability company, managing member of Brinshore TL, LLC, an Illinois limited liability company, managing member of Block 17 Manager, LLC, a Virginia limited liability company, general partner of Block 17, LP, a Virginia limited partnership.



  
Notary Public

[Signatures continue on the next page.]



## EXHIBIT A

### LEGAL DESCRIPTION

All that certain proposed lot, piece or parcel of land, lying and being in the City of Norfolk, Virginia and described as follows: Beginning at a point at the northwest intersection of the proposed northern right-of-way line of Freemason Avenue and the proposed western right-of-way line of Church Street; thence along said proposed northern right-of-way line of Freemason Avenue with a curve turning to the left with a radius of 1291.00 feet, an arc length of 274.35 feet, a chord bearing of N78°46'55"W, and a chord length of 273.84 feet to a point at the northeast intersection of said proposed northern right-of-way line of Freemason Avenue and the proposed eastern right-of-way line of Festival Street; thence along said proposed eastern right-of-way line of Festival Street N04°30'48"E a distance of 142.68 feet to a point; thence with a curve turning to the left with a radius of 24.00 feet, an arc length of 65.71 feet, a chord bearing of N04°03'00"E, and a chord length of 47.03 feet to a point; thence with a curve turning to the right with a radius of 145.00 feet, an arc length of 4.61 feet, a chord bearing of N23°42'04"W, and a chord length of 4.61 feet to a point on the proposed southern right-of-way line of Posey Lane; thence along said proposed southern right-of-way line of Posey Lane N69°47'12"E a distance of 37.71 feet to a point at the southeast intersection of said proposed southern right-of-way line of Posey Lane and the proposed southern right-of-way line of Transit Center Drive; thence along said proposed southern right-of-way line of Transit Center Drive S79°15'23"E a distance of 212.95 feet to a point; thence with a curve turning to the right with a radius of 1770.00 feet, an arc length of 43.42 feet, a chord bearing of S78°33'13"E and a chord length of 43.42 feet to a point at the southwest intersection of said proposed southern right-of-way line of Transit Center Drive and the proposed western right-of-way line of Church Street; thence along said proposed western right-of-way line of Church Street with a curve turning to the left with a radius of 1047.00 feet, an arc length of 10.47 feet, a chord bearing of S08°40'57"W, and a chord length of 10.47 feet to a point; thence S08°23'46"W a distance of 203.19 feet to the True Point and Place of Beginning, containing 57,517 square feet or 1.320 acres.

W

Internet Safety Plan and  
Resident Information  
Form

Resident Internet Education Information /  
Draft Resident Acknowledgement Form /  
Internet Security Plan

## Resident Internet Education Information

Welcome home to your new apartment! Below you will find the information regarding your internet service.



### **INTERNET** GET ONLINE NOW!

Your apartment is equipped with a wireless router and all of the ethernet jacks throughout are live with service.

### **CONNECT TO WI-FI**

#### **HOP ON THAT NETWORK!**

- Locate an information sticker on a white plastic door found in one of your bedroom closets.
- Connect your personal device(s) to the wireless network.
  - Look for the SSID listed on the sticker you found.
  - Enter the WPA Key as the password.

### **DIRECTV** YOUR BUILDING IS READY!

Getting started with DIRECTV service is a simple process.

- Navigate to **VASKYWIRE.COM/GO** to complete a service order form.
- Schedule your service order confirmation callback.
- SkyWire support representatives will call you at the scheduled time to verify your service order, schedule the on-site installation, and answer any questions.

The key to get started with DirecTV is the order form, found here:

**VASKYWIRE.COM/GO**

With any questions or issues, please call (804) 591-0500 ext. 2 or send an email to [support@vaskywire.com](mailto:support@vaskywire.com).





# SkyWire

**GIGABIT INTERNET  
SERVICE PROVIDER**



**YOUR NEW APARTMENT  
IS ALL HOOKED UP**

## **INTERNET GET ONLINE NOW!**

Your apartment is equipped with a wireless router which has multiple available ethernet ports you may use.

## **NEED FOR SPEED? WE'VE GOT THE GOODS**

For internet speed upgrades, please visit:

**VASKYWIRE.COM/GO**

## **CONNECT TO WI-FI HOP ON THAT NETWORK!**

- Locate an info sticker on the wireless router.
- Connect your device(s) to the Wi-Fi network.
  - Look for the SSID listed on the sticker you found.
  - Enter the WPA Key as the password.

By using this internet service, you are agreeing to the terms outlined below. IF YOU DO NOT WANT TO AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE INTERNET SERVICE OR EQUIPMENT.

## 1. Extent of the Service

1.1 We do not recommend in particular the use of any websites (or other internet related services) Internet Services and your use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.

1.5 We do not guarantee:

1.5.1 the availability of the Service;

1.5.2 the speed at which information may be transmitted or received via the Service; or

1.5.3 that the Service will be compatible with your equipment or any software which you use.

1.6 While we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilizing the Service and you accept that it is your responsibility to protect your information and have adequate security in terms of equipment and procedures to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

## 2. Your Use of the Service

2.1 You must not use the Service to send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material that is text, pictures, films, video clips of a sexually explicit or arousing nature

2.1.4 contain offensive or derogatory images regarding sex, race, religion, color, origin, age, physical or mental disability, medical condition or sexual orientation

2.1.5 contain material which infringe third party's rights including intellectual property rights

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business or

2.1.7 are otherwise unlawful or inappropriate

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorized its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

### 3. Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United States or in any state throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may keep a log of the Internet Protocol "IP" addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have whether pursuant to clause 3.3 or otherwise, and are entitled to provide by law, to law enforcement authorities or rights-holders.

### 4. Our Use of your Information

4.1 Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business.

### 5. Other Terms

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

5.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility to the extent permitted by law to compensate you whether or not we are negligent for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts Rights of Third Parties Act 1999.





**Block 17 + Block 18  
Norfolk, VA 23510  
Internet Safety Information**

**All internet support, including issues, education, and security, will be handled by SkyWire.**

Support, Education, and Security Tasks handled by SkyWire (this is not an exhaustive list):

- Individualized SSID/ Password per unit.
- WIFI Password reset assistance.
- Wifi performance education, training, and channel tweaking.
- Reset Router Settings to factory default at each unit turn.
- Performance monitoring and assistance.
- Device connectivity issues.
- Access to certain services issues.
- Copyright issues such as downloading or sharing illegal content.
- State and Federal IP inquires and investigations.

Below are a list of Security features that come standard with the SkyWire managed wireless routers and internet service in each unit:

- Network segregation / port isolation.
- MAC based network authentication.
- Customizable firewall security levels.
- Intrusion detection and prevention.
- DeMilitarized Zone (DMZ).
- Multilevel access policy.
- Security and service segregation per SSID.
- Parental control - device time and access control.
- 24/27 Network and Device Stability and Performance Monitoring.

VA SkyWire LLC  
DCJS ID: 11-16659  
3114 W. Marshall St.  
Richmond, VA 23230  
<https://vaskywire.com>  
Revised 02/01/21



X

# Marketing Plan

For units meeting accessibility requirements of HUD section

504

## MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS OF HUD SECTION 504

### **Block 17 Apartments**

The proximity of Sentara Leigh Hospital, the Dept. of Veterans Affairs Community Based Outpatient Clinic, Sentara Norfolk General Hospital, and other nearby supportive medical services makes Block 17 Apartments an ideal apartment community for those with disabilities as defined in the Fair Housing Act. Seven (7) units will be actively marketed to persons documented as having a disability as defined in the Fair Housing Act.

These seven (7) accessible units will be held vacant for 60 days, during which ongoing marketing efforts will be documented. The Franklin Johnston Group (Management Agent) will market to the Target Population on an ongoing basis throughout the year and will provide sufficient documentation to Virginia Housing's Compliance Officer, and may also request the ability to lease 60-point units to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing Basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, The Franklin Johnston Group may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household that is not a part of the Target Population. If the request is approved, the lease will contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move of the temporary / non-disabled tenant will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant will be placed on the Block 17 Apartments waiting list and placed in the 60-point unit when the first available vacant comparable sized unit becomes available to move the non-Target Population tenant.

The Franklin Johnston Group plans to contact a number of agencies in the area to inform them of the availability of these seven (7) units, including the following:

- **Virginia Department of Medical Assistance Services (804) 786-7933**
- **Virginia Department of Behavioral Health and Developmental Services (804) 786-3921**
- **Norfolk Community Services Board (757) 664-7699**
- **Virginia Department of Social Services (757) 385-3200**
- **Endeppence Center Inc. (757) 461-8007**
- **Norfolk Redevelopment & Housing Authority (757) 623-1111**
- **Hope House Foundation (757) 625-6161**
- **Urban Strategies, Inc. (757) 390-4625**

Each will be contacted directly by phone and receive promotional packets on Block 17 Apartments. The packets will locate Block 17 Apartments and provide information on rents, rental policies and amenities being offered. The Franklin Johnston Group will schedule site tours with individuals, agencies and/or groups, as necessary to attract qualified tenants. Block 17 Apartments will also be listed at [virginiahousingsearch.com](http://virginiahousingsearch.com).



## **Continued MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS OF HUD SECTION 504**

As part of the redevelopment of the St. Paul's area, the City of Norfolk engaged Urban Strategies, Inc. ("USI") to implement a comprehensive case management and referral services program known as People First to assist families in the area with housing and other needs. The Franklin Johnston Group will also seek referrals from USI for individuals within the Target Population that are being displaced by the redevelopment to further assist the People First initiative.

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program. Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

Unless prohibited by an applicable federal subsidy program, each applicant shall commit in the application 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.

Y

Inducement Resolution  
for Tax Exempt Bonds

This deal does not require  
information behind this tab.