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# 2021 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

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

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2021 LIHTC APPLICATION FOR RESERVATION

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

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

### Applications For 9% Competitive Credits

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

### **Please Note:**

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

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

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

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

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

### Assistance:

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

### Virginia Housing LIHTC Allocation Staff Contact Information

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

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

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

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





VHDA TRACKING NUMBER

2021-C-36

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/18/2021

16. Local Needs and Support

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

Chief Executive Officer's Name: Dr. Joseph P. Casey  
 Chief Executive Officer's Title: County Administrator Phone: (804) 748-1211  
 Street Address: 9901 Lori Road  
 City: Chesterfield State: VA Zip: 23832

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

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

Richmond MSA 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**

FALSE

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

Name of companion development:

[Redacted]

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

FALSE

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: **0**

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

**6. Extended Use Restriction**

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

**Must Select One:** 30

**Definition of selection:**

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

**C. OWNERSHIP INFORMATION**

NOTE: 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: Old Hundred Trace VA LLC

Developer Name: Taft-Mills Group, LLC

Contact: M/M ▶ Mr. First: Thomas MI: F Last: Taft, Sr.

Address: 631 Dickinson Avenue

City: Greenville St. ▶ NC Zip: 27834

Phone: (252) 752-7101 Ext.  Fax:

Email address: ttaft@tfonc.com

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

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

Additional Contact: Please Provide Name, Email and Phone number.  
CJ Tyree, cj@taftmillsgroup.com, 216-659-8178

- 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.

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
<u>Old Hundred Trace VA MM LLC</u>	<u>(252) 752-7101</u>	<u>Managing Member</u>	<u>0.000%</u>	<i>needs</i>
<u>Taft-Mills Group, LLC</u>	<u>(252) 752-7101</u>	<u>Managing Member</u>	<u>0.000%</u>	<i>needs</i>
<u>Thomas F. Taft, Sr.</u>	<u>(252) 752-7101</u>	<u>Managing Member</u>	<u>0.090%</u>	
<u>Thomas F. Taft, Jr.</u>	<u>(252) 752-7101</u>	<u>Managing Member</u>	<u>35.955%</u>	
<u>Jonathan G. Taft</u>	<u>(252) 752-7101</u>	<u>Managing Member</u>	<u>35.955%</u>	
<u>Dustin Mills</u>	<u>(252) 752-7101</u>	<u>Managing Member</u>	<u>18.000%</u>	
<u>See attached for additional Principals</u>				<i>needs</i>

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

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

**C. OWNERSHIP INFORMATION**

**ADDITIONAL**

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Bay Aging	(804) 758-1260	Nonprofit Member	10.000%
Kathy Vesley-Massey (President & CEO, Bay Aging)	(804) 758-1260	Nonprofit Member	0.000%

To clarify, **ENTIRE** ownership chart below

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Old Hundred Trace VA MM LLC	(252) 752-7101	Managing Member	0.000%
Taft-Mills Group, LLC	(252) 752-7101	Managing Member	0.000%
Thomas F. Taft, Sr.	(252) 752-7101	Managing Member	0.090%
Thomas F. Taft, Jr.	(252) 752-7101	Managing Member	35.955%
Jonathan G. Taft	(252) 752-7101	Managing Member	35.955%
Dustin Mills	(252) 752-7101	Managing Member	18.000%
Bay Aging	(804) 758-1260	Nonprofit Member	10.000%
Kathy Vesley-Massey (President & CEO, Bay Aging)	(804) 758-1260	Nonprofit Member	0.000%

C. OWNERSHIP INFORMATION

- ACTION:**
  - a. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
  - b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

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

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

**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..... **TRUE**

**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: 10/30/2021

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

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

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

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

**2. Timing of Acquisition by Owner:**

Only one of the following statement should be True.

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

b.  TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 3/31/2022 .

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**.)

**D. SITE CONTROL**

**3. Seller Information:**

Name: Rose Tract, LLC

Address: P.O. Box 397

City: Midlothian St.: VA Zip: 23113

Contact Person: Jim Tucker Phone: (804) 396-4050

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

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

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

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



**E. DEVELOPMENT TEAM INFORMATION**

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

1. Tax Attorney:		This is a Related Entity.	FALSE
Firm Name:			
Address:			
Email:		Phone:	
2. Tax Accountant:	Kevin Rayfield	This is a Related Entity.	FALSE
Firm Name:	Dixon Hughes Goodman LLP		
Address:	1829 Eastchester Drive; High Point, North Carolina 27265		
Email:	Kevin.Rayfield@dhg.com	Phone:	(336) 822-4362
3. Consultant:	Jen Surber	This is a Related Entity.	FALSE
Firm Name:	Surber Development and Consulting LLC	Role:	Application Consultant
Address:	38 Green Tree Circle; Bristol, Virginia 24201		
Email:	jensurber@surberdev.com	Phone:	(276) 698-8760
4. Management Entity:	Ann Hanson	This is a Related Entity.	FALSE
Firm Name:	Excel Property Management, Inc.		
Address:	1004 Bullard Court; Suite 106; Greenville, South Carolina 29609		
Email:	ahanson@excelpropertymanagement.com	Phone:	(919) 878-0522
5. Contractor:	TBD	This is a Related Entity.	FALSE
Firm Name:			
Address:			
Email:	TBD	Phone:	
6. Architect:	Jonathan LaCorte	This is a Related Entity.	FALSE
Firm Name:	Consolidated Design Group		
Address:	P.O. Box 566; Greenville, North Carolina 27835		
Email:	jonathan@cdgnc.com	Phone:	(919) 675-3552
7. Real Estate Attorney:	Susan Ellinger	This is a Related Entity.	FALSE
Firm Name:	Ellinger & Carr, PLLC		
Address:	2840 Plaza Place; Suite 475; Raleigh, North Carolina 27612		
Email:	sellinger@ellingercarr.com	Phone:	(919) 785-9998
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)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

4. Request For Exception

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

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

**G. NONPROFIT INVOLVEMENT**

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

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

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

- 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..... TRUE (If false, go on to #3.)

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

**B. Type of involvement:**

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

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: ▶ Owner

Name: Bay Aging (Please fit NP name within available space)

Contact Person: Kathy Vesley-Massey

Street Address: 5306 Old Virginia Street

City: Urbanna State: ▶ VA Zip: 00002-3175

Phone: (804) 758-1260 Extension: \_\_\_\_\_ Contact Email: kvesley@bayaging.org

**G. NONPROFIT INVOLVEMENT**

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 10.0%

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

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

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

**Name of qualified nonprofit:** Bay Aging

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

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

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

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

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	54	bedrooms	129
Total number of <b>rental</b> units in development	54	bedrooms	129
Number of low-income rental units	54	bedrooms	129
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	54	bedrooms	129
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.....			73,156.90 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			136.00 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			73,020.90 (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 .....	12.900		
j. Locality has approved a final site plan or plan of development.....			FALSE
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....			FALSE

**Definition:**

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



**H. STRUCTURE AND UNITS INFORMATION**

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

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

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

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

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

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

l. Describe Community Facilities: A community room with at least 749 square feet.

m. Number of Proposed Parking Spaces..... 108  
 Parking is shared with another entity ..... FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. .... TRUE

If **True**, Provide required documentation (**TAB K3**).



**H. STRUCTURE AND UNITS INFORMATION**

**5. Plans and Specifications**

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

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

**6. Market Study Data:**

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

Project Wide Capture Rate - LIHTC Units	3.40%
Project Wide Capture Rate - Market Units	n/a
Project Wide Capture Rate - All Units	3.40%
Project Wide Absorption Period (Months)	4

**J. ENHANCEMENTS**

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

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

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

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

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

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

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

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 85.00% | b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE   | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| FALSE  | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| TRUE   | e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
| TRUE   | f. Free WiFi access will be provided in community room for resident only usage.  |
| FALSE  | g. Each unit is provided free individual high speed internet access.   |
| or     |  |
| 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"/> TRUE  | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE | U.S. Green Building Council LEED certification | <input type="checkbox"/> FALSE | Enterprise Green Communities (EGC) Certification                           |

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

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

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

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

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

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

100% of Total Rental Units

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

If not, please explain:

[Redacted area]

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

J. ENHANCEMENTS

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

- FALSE a. All cooking ranges have front controls.
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The applicant will also obtain one of the following:

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

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

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

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


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

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

100% of Total Rental Units

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

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



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	0	47	54	0
Air Conditioning	0	0	0	0	0
Cooking	0	0	0	0	0
Lighting	0	0	0	0	0
Hot Water	0	0	0	0	0
Water	0	0	43	64	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$90	\$118	\$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: Southern Energy Management

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**FALSE**

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

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

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

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

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

(60 points)

**TRUE**

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

**FALSE**

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

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

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



**K. SPECIAL HOUSING NEEDS**

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

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

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

FALSE

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

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

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

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

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

(60 points)


TRUE

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

FALSE

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

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



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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**Action:** Provide Permanent Supportive Housing Certification (**Tab S**)

b. The development has existing tenants and a relocation plan has been developed.....  FALSE

(If **True**, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

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

**3. Leasing Preferences**

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

Organization which holds waiting list:

Contact person:

Title:

Phone Number:

**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:   
% of total Low Income Units

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



K. SPECIAL HOUSING NEEDS

3. Target Population Leasing Preference

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

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

First Name: Ann
Last Name: Hanson

Phone Number: (919) 878-0522 Email: ahanson@excelpropertymanagement.com

4. Rental Assistance

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

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

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

FALSE Section 8 New Construction Substantial Rehabilitation

FALSE Section 8 Moderate Rehabilitation

FALSE Section 8 Certificates

FALSE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers
\*Administering Organization:

FALSE State Assistance
\*Administering Organization:

FALSE Other:

**K. SPECIAL HOUSING NEEDS**

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

FALSE

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

0

d. Number of units receiving assistance:

How many years in rental assistance contract?

Expiration date of contract:

There is an Option to Renew.....

FALSE

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

**L. UNIT DETAILS**

**1. Set-Aside Election:**

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

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

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

Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
6	11.11%	30% Area Median	180%
0	0.00%	40% Area Median	0%
21	38.89%	50% Area Median	1050%
8	14.81%	60% Area Median	480%
0	0.00%	70% Area Median	0%
19	35.19%	80% Area Median	1520%
0	0.00%	Market Units	
54	100.00%	<b>Total</b>	59.81%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
6	11.11%	30% Area Median	180%
0	0.00%	40% Area Median	0%
21	38.89%	50% Area Median	1050%
8	14.81%	60% Area Median	480%
0	0.00%	70% Area Median	0%
19	35.19%	80% Area Median	1520%
0	0.00%	Market Units	
54	100.00%	<b>Total</b>	59.81%

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

**2. Unit Detail**

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	2 BR - 2 Bath	30% AMI	6	3	944.00	\$513.00	\$3,078
Mix 2	2 BR - 2 Bath	50% AMI	21		944.00	\$915.00	\$19,215
Mix 3	2 BR - 2 Bath	60% AMI	6		944.00	\$1,110.00	\$6,660
Mix 4							\$0
Mix 5	3 BR - 2 Bath	60% AMI	2	3	1132.00	\$1,235.00	\$2,470
Mix 6	3 BR - 2 Bath	80% AMI	19		1132.00	\$1,450.00	\$27,550
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0

**L. UNIT DETAILS**

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

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%
6	11.11%	30% Area Median	180%
0	0.00%	40% Area Median	0%
21	38.89%	50% Area Median	1050%
8	14.81%	60% Area Median	480%
0	0.00%	70% Area Median	0%
19	35.19%	80% Area Median	1520%
0	0.00%	Market Units	
54	100.00%	<b>Total</b>	<b>59.81%</b>

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
6	11.11%	30% Area Median	180%
0	0.00%	40% Area Median	0%
21	38.89%	50% Area Median	1050%
8	14.81%	60% Area Median	480%
0	0.00%	70% Area Median	0%
19	35.19%	80% Area Median	1520%
0	0.00%	Market Units	
54	100.00%	<b>Total</b>	<b>#####</b>

- b. The development plans to utilize average income..... TRUE  
 If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for cor  
 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.


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Mix 3	2 BR - 2 Bath	60% AMI	6		944.00	\$1,110.00	\$6,660
Mix 4							\$0
Mix 5	3 BR - 2 Bath	60% AMI	2	3	1132.00	\$1,235.00	\$2,470
Mix 6	3 BR - 2 Bath	80% AMI	19		1132.00	\$1,450.00	\$27,550
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0

L. UNIT DETAILS

Mix 15									\$0
Mix 16									\$0
Mix 17									\$0
Mix 18									\$0
Mix 19									\$0
Mix 20									\$0
Mix 21									\$0
Mix 22									\$0
Mix 23									\$0
Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
Mix 27									\$0
Mix 28									\$0
Mix 29									\$0
Mix 30									\$0
Mix 31									\$0
Mix 32									\$0
Mix 33									\$0
Mix 34									\$0
Mix 35									\$0
Mix 36									\$0
Mix 37									\$0
Mix 38									\$0
Mix 39									\$0
Mix 40									\$0
Mix 41									\$0
Mix 42									\$0
Mix 43									\$0
Mix 44									\$0
Mix 45									\$0
Mix 46									\$0
Mix 47									\$0
Mix 48									\$0
Mix 49									\$0
Mix 50									\$0
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
Mix 66									\$0
Mix 67									\$0
Mix 68									\$0
Mix 69									\$0

**L. UNIT DETAILS**

Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
Mix 73									\$0
Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
Mix 77									\$0
Mix 78									\$0
Mix 79									\$0
Mix 80									\$0
Mix 81									\$0
Mix 82									\$0
Mix 83									\$0
Mix 84									\$0
Mix 85									\$0
Mix 86									\$0
Mix 87									\$0
Mix 88									\$0
Mix 89									\$0
Mix 90									\$0
Mix 91									\$0
Mix 92									\$0
Mix 93									\$0
Mix 94									\$0
Mix 95									\$0
Mix 96									\$0
Mix 97									\$0
Mix 98									\$0
Mix 99									\$0
Mix 100									\$0
<b>TOTALS</b>			54		6				\$58,973

<b>Total Units</b>	<b>54</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>54,924.00</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>54,924.00</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing		\$0
2. Office Salaries		\$0
3. Office Supplies		\$1,768
4. Office/Model Apartment	(type _____ )	\$31,725
5. Management Fee		\$24,000
<u>3.61%</u> of EGI	<u>\$444.44</u> Per Unit	
6. Manager Salaries		\$23,400
7. Staff Unit (s)	(type _____ )	\$0
8. Legal		\$1,540
9. Auditing		\$3,350
10. Bookkeeping/Accounting Fees		\$2,000
11. Telephone & Answering Service		\$4,000
12. Tax Credit Monitoring Fee		\$3,000
13. Miscellaneous Administrative		\$1,200
<b>Total Administrative</b>		<b>\$95,983</b>

**Utilities**

14. Fuel Oil		\$0
15. Electricity		\$6,600
16. Water		\$6,600
17. Gas		\$0
18. Sewer		\$6,600
<b>Total Utility</b>		<b>\$19,800</b>

**Operating:**

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$3,500
21. Janitor/Cleaning Contract		\$0
22. Exterminating		\$2,280
23. Trash Removal		\$4,150
24. Security Payroll/Contract		\$0
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$15,800
28. Maintenance/Repairs Payroll		\$21,700
29. Repairs/Material		\$8,050
30. Repairs Contract		\$0
31. Elevator Maintenance/Contract		\$3,245
32. Heating/Cooling Repairs & Maintenance		\$8,780
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$500
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$22,500
37. Miscellaneous		\$1,000
<b>Totals Operating &amp; Maintenance</b>		<b>\$91,505</b>



**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$50,625
39. Payroll Taxes	\$1,580
40. Miscellaneous Taxes/Licenses/Permits	\$1,620
41. Property & Liability Insurance	\$14,275
42. Fidelity Bond	\$0
43. Workman's Compensation	\$200
44. Health Insurance & Employee Benefits	\$2,500
45. Other Insurance	\$19,412
<b>Total Taxes &amp; Insurance</b>	<b>\$90,212</b>

<b>Total Operating Expense</b>	<b>\$297,500</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	<b>\$5,509</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>44.79%</b>
--	----------------	--	---------------

<b>Replacement Reserves</b> (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	<b>\$16,200</b>
---	-----------------

<b>Total Expenses</b>	<b>\$313,700</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	11/19/2020	Dustin Mills
b. Site Acquisition	March, 2022	Dustin Mills
c. Zoning Approval	IN PLACE	IN PLACE
d. Site Plan Approval	1/1/2022	Dustin Mills
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	12/1/2021	Dustin Mills
ii. Conditional Commitment	1/1/2022	Dustin Mills
iii. Firm Commitment	2/1/2022	Dustin Mills
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	12/1/2021	Dustin Mills
ii. Conditional Commitment	1/1/2022	Dustin Mills
iii. Firm Commitment	2/1/2022	Dustin Mills
<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		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>	11/19/2020	Dustin Mills
<b>3. IRS Approval of Nonprofit Status</b>	1/1/1980	Bay Aging
<b>4. Closing and Transfer of Property to Owner</b>	March, 2022	Dustin Mills
<b>5. Plans and Specifications, Working Drawings</b>	November, 2021	Jonathan LaCorte
<b>6. Building Permit Issued by Local Government</b>	February, 2022	Dustin Mills
<b>7. Start Construction</b>	April, 2022	Dustin Mills
<b>8. Begin Lease-up</b>	April, 2023	Ann Hanson
<b>9. Complete Construction</b>	April, 2023	Dustin Mills
<b>10. Complete Lease-Up</b>	August, 2023	Ann Hanson
<b>11. Credit Placed in Service Date</b>	August, 2023	Dustin Mills

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

<b>Must Use Whole Numbers Only!</b>	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
Item				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	6,295,116	0	0	6,295,116
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	<b>6,295,116</b>	<b>0</b>	<b>0</b>	<b>6,295,116</b>
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	760,000	0	0	760,000
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	240,000	0	0	240,000
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>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>1,000,000</b>
<b>Total Structure and Land</b>	<b>7,295,116</b>	<b>0</b>	<b>0</b>	<b>7,295,116</b>
q. General Requirements	437,707	0	0	437,707
r. Builder's Overhead ( <u>2.0%</u> Contract)	145,902	0	0	145,902
s. Builder's Profit ( <u>6.0%</u> Contract)	437,707	0	0	437,707
t. Bonds	0	0	0	0
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>	<b>\$8,316,432</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,316,432</b>

**O. PROJECT BUDGET - OWNER COSTS**

**MUST USE WHOLE NUMBERS ONLY!**

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	20,000	0	0	20,000
b. Architecture/Engineering Design Fee \$1,852 /Unit)	100,000	0	0	100,000
c. Architecture Supervision Fee \$741 /Unit)	40,000	0	0	40,000
d. Tap Fees	515,000	0	0	515,000
e. Environmental	4,250	0	0	4,250
f. Soil Borings	10,000	0	0	10,000
g. Green Building (Earthcraft, LEED, etc.)	16,200	0	0	16,200
h. Appraisal	6,000	0	0	6,000
i. Market Study	5,000	0	0	5,000
j. Site Engineering / Survey	100,000	0	0	100,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	50,000	0	0	0
n. Construction Interest ( 4.0% for 12 months)	295,000	0	0	125,000
o. Taxes During Construction	5,000	0	0	5,000
p. Insurance During Construction	12,500	0	0	12,500
q. Permanent Loan Fee ( 1.0% )	56,347	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	8,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	60,000	0	0	0
w. Legal Fees for Closing	40,000	0	0	40,000
x. Mortgage Banker	56,347	0	0	0
y. Tax Credit Fee	54,905			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	15,000	0	0	15,000
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	301,155	0	0	0
ad. Contingency	415,822	0	0	415,822
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: lease up	30,000	0	0	30,000
(2) Other* specify: soft cost contingency	30,000	0	0	30,000
(3) Other* specify: construction inspections	15,000	0	0	15,000
(4) Other* specify:	0	0	0	0
(5) Other* specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$2,261,526</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,504,772</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$10,577,958</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,821,204</b>
<b>3. Developer's Fees</b> Action: Provide Developer Fee Agreement (Tab A)	<b>1,250,000</b>	<b>0</b>	<b>0</b>	<b>1,250,000</b>
<b>4. Owner's Acquisition Costs</b>				
Land	1,000,000			
Existing Improvements	0	0		
Subtotal 4:	\$1,000,000	\$0		
<b>5. Total Development Costs</b> Subtotal 1+2+3+4:	<b>\$12,827,958</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,071,204</b>

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$1,356,237**

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

\$162 **Meets Limits**  
\$275

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):		
		(B) Acquisition	(C) Rehab/ New Construction	(D) "70 % Present Value Credit"
1. Total Development Costs	12,827,958	0	0	11,071,204

2. Reductions in Eligible Basis

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

3. Total Eligible Basis (1 - 2 above)

0	0	11,071,204
---	---	------------

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	3,321,361
c. For Green Certification (Eligible Basis x 10%)		0

Total Adjusted Eligible basis

0	14,392,565
---	------------

5. Applicable Fraction

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

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

0	0	14,392,565
---	---	------------

7. Applicable Percentage

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

(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)

8. Maximum Allowable Credit under IRC §42

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

\$0	\$0	\$1,295,331
-----	-----	-------------

\$1,295,331 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.	First Bank	01/01/22	03/01/22	\$6,000,000	Chris Clemmons
2.					
3.					
Total Construction Funding:				\$6,000,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.								
2.	VHDA	1/1/2022	3/1/2022	\$4,554,759	\$255,294	4.40%	35.00	35.00
3.	VHDA	1/1/2022	3/1/2022	\$1,080,000	\$49,516	2.95%	35.00	35.00
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$5,634,759	\$304,810			

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
4.					
5.					
6.					
Total Permanent Grants:				\$0	

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

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

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$1,080,000
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$4,554,759
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

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

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

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

[Empty text box for listing financing and credit enhancements]

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

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

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

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

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



**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$185,500	(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>\$185,500</u>			

**2. Equity Gap Calculation**

a. Total Development Cost	\$12,827,958
b. Total of Permanent Funding, Grants and Equity	- <u>\$5,820,258</u>
c. Equity Gap	\$7,007,700
d. Developer Equity	- <u>\$700</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$7,007,000

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

a. Actual or Anticipated Name of Syndicator:	TBD		
Contact Person:		Phone:	
Street Address:			
City:	▶ State:	Zip:	
b. Syndication Equity			
i. Anticipated Annual Credits	\$770,077.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.910		
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0		
v. Net credit amount anticipated by user of credits	\$770,000		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	<u>\$7,007,000</u>		
c. Syndication:	Private		
d. Investors:	Corporate		

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$7,007,000

**5. Net Equity Factor**

Must be equal to or greater than 85% 91.0000009100%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

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

1. Total Development Costs		<u>\$12,827,958</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$5,820,258</u>
3. Equals Equity Gap		<u>\$7,007,700</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>91.0000009100%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$7,700,769</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$770,077</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,295,331</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$770,077</u>
Credit per LI Units	<u>\$14,260.6852</u>	
Credit per LI Bedroom	<u>\$5,969.5891</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$770,077</b>

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units		\$58,973
Plus Other Income Source (list):	laundry, late fees, etc	\$540
Equals Total Monthly Income:		\$59,513
Twelve Months		x12
Equals Annual Gross Potential Income		\$714,156
Less Vacancy Allowance	7.0%	\$49,991
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$664,165</b>

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

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

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

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

a. Annual EGI Low-Income Units	\$664,165
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$664,165
d. Total Expenses	\$313,700
e. Net Operating Income	\$350,465
f. Total Annual Debt Service	\$304,810
g. Cash Flow Available for Distribution	\$45,655

T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	664,165	677,448	690,997	704,817	718,914
Less Oper. Expenses	313,700	323,111	332,804	342,788	353,072
Net Income	350,465	354,337	358,193	362,029	365,842
Less Debt Service	304,810	304,810	304,810	304,810	304,810
Cash Flow	45,655	49,527	53,383	57,219	61,032
Debt Coverage Ratio	1.15	1.16	1.18	1.19	1.20

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	733,292	747,958	762,917	778,175	793,739
Less Oper. Expenses	363,664	374,574	385,811	397,386	409,307
Net Income	369,628	373,384	377,105	380,789	384,431
Less Debt Service	304,810	304,810	304,810	304,810	304,810
Cash Flow	64,818	68,574	72,295	75,979	79,621
Debt Coverage Ratio	1.21	1.22	1.24	1.25	1.26

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	809,614	825,806	842,322	859,168	876,352
Less Oper. Expenses	421,587	434,234	447,261	460,679	474,499
Net Income	388,027	391,572	395,061	398,489	401,852
Less Debt Service	304,810	304,810	304,810	304,810	304,810
Cash Flow	83,217	86,762	90,251	93,679	97,042
Debt Coverage Ratio	1.27	1.28	1.30	1.31	1.32

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)  
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be > 3%)

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

**Must Complete**

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

Number of BINS: 1

**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.		54		2140 Old Hundred Road		Midlothian	VA	23114				\$0				\$0	\$14,392,565	08/15/23	9.00%	\$1,295,331	
2.												\$0				\$0				\$0	
3.												\$0				\$0				\$0	
4.												\$0				\$0				\$0	
5.												\$0				\$0				\$0	
6.												\$0				\$0				\$0	
7.												\$0				\$0				\$0	
8.												\$0				\$0				\$0	
9.												\$0				\$0				\$0	
10.												\$0				\$0				\$0	
11.												\$0				\$0				\$0	
12.												\$0				\$0				\$0	
13.												\$0				\$0				\$0	
14.												\$0				\$0				\$0	
15.												\$0				\$0				\$0	
16.												\$0				\$0				\$0	
17.												\$0				\$0				\$0	
18.												\$0				\$0				\$0	
19.												\$0				\$0				\$0	
20.												\$0				\$0				\$0	
21.												\$0				\$0				\$0	
22.												\$0				\$0				\$0	
23.												\$0				\$0				\$0	
24.												\$0				\$0				\$0	
25.												\$0				\$0				\$0	
26.												\$0				\$0				\$0	
27.												\$0				\$0				\$0	
28.												\$0				\$0				\$0	
29.												\$0				\$0				\$0	
30.												\$0				\$0				\$0	
31.												\$0				\$0				\$0	
32.												\$0				\$0				\$0	
33.												\$0				\$0				\$0	
34.												\$0				\$0				\$0	
35.												\$0				\$0				\$0	
		54	0	Totals from all buildings						\$0				\$0				\$14,392,565			\$1,295,331

Number of BINS: 1

**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:


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

## V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Old Hundred Trace VA LLC  
By: Old Hundred Trace VA MM LLC  
By: Taft-Mills Group, LLC, Its Managing Member

By:   
 Its: Managing Member, Thomas F. Taft, Sr.  
 (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: Jonathan Thomas LaCorte  
 Virginia License#: 189888  
 Architecture Firm or Company: Consolidated Design Group, PLLC

By: Jonathan LaCorte, AIA  
 Its: President  
 (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
Total:		0.00

**1. READINESS:**

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

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

**2. HOUSING NEEDS CHARACTERISTICS:**

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

Y	0 or up to 5	5.00
N	0 or 20	0.00
0.00%	Up to 40	0.00
N	0 or 5	0.00
N	0 or 10	0.00
3%	0, 20, 25 or 30	30.00
N	0 or 15	0.00
N	Up to -20	0.00
Y	Up to 20	20.00
Total:		55.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			68.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 60	0.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	Y	0 or 30	30.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
h. Developments with less than 100 units	Y	up to 20	18.40
i. Historic Structure	N	0 or 5	0.00
Total:			<u>151.40</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$89,400	\$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)	38.89%	Up to 15	15.00
c.	11.11%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	11.11%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			<u>100.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	N	0 or 50	0.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	Y	0 or 50	50.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>50.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	86.74
b. Cost per unit		Up to 100	29.54
Total:			<u>116.28</u>

7. BONUS POINTS:

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

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

**TOTAL SCORE: 547.68**

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	25.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	8.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	2.00
s. New Construction: Balcony or patio	4	0.00
		<u>68.00</u>
All elderly units have:		
t. Front-control ranges	1	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>68.00</u></b>

X. Development Summary

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

**Deal Name:**                      **Old Hundred Trace**

**Cycle Type:**                      9% Tax Credits                      **Requested Credit Amount:**                      \$770,077  
**Allocation Type:**                      New Construction                      **Jurisdiction:**                      Chesterfield County  
**Total Units**                      54                      **Population Target:**                      General  
**Total LI Units**                      54  
**Project Gross Sq Ft:**                      73,156.90                      **Owner Contact:**                      Thomas                      Taft, Sr.  
**Green Certified?**                      TRUE

<b>Total Score</b> <b>547.68</b>
-------------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$5,634,759	\$104,347	\$77	\$304,810

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$7,295,116	\$135,095	\$100	56.87%
General Req/Overhead/Profit	\$1,021,316	\$18,913	\$14	7.96%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$2,261,526	\$41,880	\$31	17.63%
Acquisition	\$1,000,000	\$18,519	\$14	7.80%
Developer Fee	\$1,250,000	\$23,148	\$17	9.74%
<b>Total Uses</b>	<b>\$12,827,958</b>	<b>\$237,555</b>		

Total Development Costs	
Total Improvements	\$10,577,958
Land Acquisition	\$1,000,000
Developer Fee	\$1,250,000
<b>Total Development Costs</b>	<b>\$12,827,958</b>

Income		
Gross Potential Income - LI Units		\$714,156
Gross Potential Income - Mkt Units		\$0
Subtotal		\$714,156
Less Vacancy %	7.00%	\$49,991
<b>Effective Gross Income</b>		<b>\$664,165</b>

**Proposed Cost Limit/Sq Ft:**                      \$162  
**Applicable Cost Limit/Sq Ft:**                      \$275

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	33
# of 3BR	21
# of 4+ BR	0
<b>Total Units</b>	<b>54</b>

**Rental Assistance?**                      FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$95,983	\$1,777
Utilities	\$19,800	\$367
Operating & Maintenance	\$91,505	\$1,695
Taxes & Insurance	\$90,212	\$1,671
<b>Total Operating Expenses</b>	<b>\$297,500</b>	<b>\$5,509</b>
Replacement Reserves	\$16,200	\$300
<b>Total Expenses</b>	<b>\$313,700</b>	<b>\$5,809</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	6	6
40% AMI	0	0
50% AMI	21	21
60% AMI	8	8
>60% AMI	19	19
Market	0	0

Cash Flow	
EGI	\$664,165
Total Expenses	\$313,700
<b>Net Income</b>	<b>\$350,465</b>
Debt Service	\$304,810
<b>Debt Coverage Ratio (YR1):</b>	<b>1.15</b>

**Income Averaging?**                      TRUE

**Extended Use Restriction?**                      30

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

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

### Credit Points:

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

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

<b>Using Current E-U-R method (up to 200)</b>		86.74
<b>Using proposed method:</b>		
Combined Max	\$1,295,331	
Credit Requested	\$770,077	
% of Savings	40.55%	
Sliding Scale Points		135.17
	<i>Difference</i>	48.43

### 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>		29.54
<b>Using proposed method:</b>		
Total Costs Less Acquisition	\$11,827,958	
Total Square Feet	73,156.90	
Proposed Cost per SqFt	\$161.68	
Applicable Cost Limit per Sq Ft	\$275.00	
% of Savings	41.21%	
Sliding Scale Points		82.42
	<i>Difference</i>	52.88

\$/SF = **\$150.80** Credits/SF = **10.54598** Const \$/unit = **\$154,008.0000**

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**  
**400**  
**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
AVG UNIT SIZE	0.00	0.00	1,255.04	1,504.98	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	33	21	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	270,750	318,131	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	270,750	318,131	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	270,750	318,131	0	0	0	0
PROJECT COST PER UNIT	0	0	189,264	226,956	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	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	0	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	23,940	27,018	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	13,236	15,871	0	0	0	0
<b>COST PER UNIT POINTS</b>	<b>0.00</b>	<b>0.00</b>	<b>18.39</b>	<b>11.15</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>54.65</b>	<b>32.09</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

TOTAL COST PER UNIT POINTS **29.54**

TOTAL CREDIT PER UNIT POINTS **86.74**

**Cost Parameters - Elderly**

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

**Credit Parameters - Elderly**

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

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	0	270,750	318,131	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>0</b>	<b>270,750</b>	<b>318,131</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	0	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>0</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	0	270,750	318,131	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>0</b>	<b>270,750</b>	<b>318,131</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	0	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>0</b>	<b>23,940</b>	<b>27,018</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>





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\$/SF = **\$150.80** Credits/SF = **10.54598** Const \$/unit = **\$154,008.00**

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**  
**400**  
**1**

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
AVG UNIT SIZE	0.00	0.00	1,255.04	1,504.98	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	33	21	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	270,750	318,131	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	270,750	318,131	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	270,750	318,131	0	0	0	0
PROJECT COST PER UNIT	0	0	189,264	226,956	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	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	0	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	23,940	27,018	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	13,236	15,871	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	18.39	11.15	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	54.65	32.09	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **29.54**

TOTAL CREDIT PER UNIT POINTS **86.74**

**Cost Parameters - Elderly**

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

**Credit Parameters - Elderly**

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

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	0	270,750	318,131	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>0</b>	<b>270,750</b>	<b>318,131</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	0	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>0</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	0	270,750	318,131	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>0</b>	<b>270,750</b>	<b>318,131</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	0	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>0</b>	<b>23,940</b>	<b>27,018</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



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# Partnership or Operating Agreement

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

COMMONWEALTH OF VIRGINIA  
COUNTY OF CHESTERFIELD

OLD HUNDRED TRACE VA LLC – LIMITED LIABILITY COMPANY OPERATING  
AGREEMENT

THIS OPERATING AGREEMENT (the “Agreement”) made as of the 11<sup>th</sup> day of March 2021, by and between Old Hundred Trace VA MM LLC, a Virginia limited liability company (the “Managing Member” and “Manager”) and Bay Aging, a Virginia nonprofit corporation, the undersigned members of Old Hundred Trace VA LLC, a Virginia limited liability company (the “Company”), such persons also being hereinafter referred to individually as a “Member” and collectively as the “Members.”

WITNESSETH:

WHEREAS, the parties hereto desire to organize a limited liability company to engage in any lawful business including ownership, rehabilitation and development of an affordable housing apartment complex in the County of Chesterfield, Virginia known as Old Hundred Trace (the “Project”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. NAME AND BUSINESS. The Members do hereby form a limited liability company (“LLC”) under the name of Old Hundred Trace VA LLC in accordance with and pursuant to the Virginia Limited Liability Company Act (the “Act”), to engage in any lawful business including ownership and development of real property. The organizing Members, or their representatives, shall execute and file Articles of Organization on behalf of the Company in the Office of the Secretary of State of Virginia. The Members shall do or cause to be done all such filings, recordings or other acts as may be necessary or appropriate from time to time to comply with the requirements of the Act or otherwise as necessary for the operation of LLCs in the State of Virginia. The Company shall promptly reimburse any cost incurred by the Members in connection with the foregoing. The office of the Company shall be 631 Dickinson Avenue, Greenville, NC 27834.

2. TERM. The Company shall begin as of the date of filing the aforementioned Articles and shall continue perpetually unless sooner terminated as provided in paragraph 15 of this Agreement.

3. CAPITAL; LIABILITY OF MEMBERS.

(a) Initial Capital Contribution. The Members shall make initial capital contributions to the Company in amounts as mutually agreed upon such that their initial capital interests in the Company shall be as follows:

<u>Members</u>	<u>Capital Interest</u>
Old Hundred Trace VA MM LLC	90.00%
Bay Aging	10.00%

(b) Subsequent Capital Contributions. For purposes of paragraphs 3 - 6 of this Agreement, and with respect only to allocations and distributions to a Member, capital contribution obligations, and capital account maintenance rules (but not with respect to any other rights including voting rights of a Member), the term "Member" shall include the assignee, if any, of such Member. Each Member is personally liable for its proportionate part (determined with reference to its interest in profits as provided in paragraph 4(a)) of any capital contribution required for continuation of the Company business as determined reasonably and in good faith by the affirmative vote of at least 100% in voting interest (as determined in paragraph 7(c)) of the Members. In the event that any Member refuses or fails to make any such required capital contribution within thirty (30) days after written notice of the Members' approval of the additional contributions, then such Member (the "Defaulting Member") shall be in default of this Agreement and the other Members and the Company shall have any and all remedies available at law or in equity as a result of such default, including without limitation the right (upon the affirmative vote of a majority in voting interest of all Members other than the defaulting Member) to expel such defaulting Member from the Company, in which event the value to be paid for the defaulting Member's interest and the manner of payment shall be determined in accordance with the provisions of paragraph 12 of this Agreement. In addition, but without limiting any such rights or remedies of the other Members or the Company, the other Members may, but shall not be required to,



contribute such deficiency to the Company. To the extent that any Member does contribute any deficiency to the Company for the Member failing to do so, such contribution at the sole election of the contributing Member(s) shall be deemed to be either (i) an additional capital contribution requiring adjustments to the Percentage Interests as set forth in the next paragraph, or (ii) a loan to the defaulting Member repayable on demand which shall bear interest from the date of such contribution at a rate computed to be One Percent (1%) above the prime rate established by Bank of America, N.A. on the date of such contribution. The defaulting Member shall have no voting rights on matters of Company business, and no further distributions or withdrawals may be made to or by the defaulting Member, until such loan with interest is paid in full. Any distributions, withdrawals, or rights thereto that would otherwise be distributed to or withdrawn by the defaulting Member (including any distribution made on expulsion of such Member as described below) during the term of any such demand loan shall be paid, credited, or accrued to the Member or Members who contributed the deficiency to the Company and shall be applied as a credit against the amount due from the defaulting Member, but such amounts shall be treated for book and tax purposes as if they had been distributed to the defaulting Member and then paid to the Member or Members actually receiving the same in respect of the loan. Failure to repay any such demand loan within thirty (30) days after written demand therefor shall be deemed sufficient grounds for expulsion of such Member from the Company. In such event, the value to be paid for the defaulting Member's interest and the manner of payment shall be determined in accordance with the provisions of paragraph 12 of this Agreement. Except for the payment to liquidate its membership interest in the Company as herein provided, such defaulting Member shall have no further interest or rights in the Company, its business or assets.

If the contributing Member(s) elect to treat the amount contributed on behalf of the defaulting Member as an additional capital contribution by them to the Company as provided in item "(i)" above, the Percentage Interests in net profits and net losses described in paragraph 4(a) shall be redetermined for each Member based on the ratio of its capital account balance as adjusted for the new contribution and an adjustment made pursuant to the methodology of paragraph 3(e), divided by the total capital account balances of all Members as adjusted above. Following such adjustments to capital accounts and Percentage Interests, the default shall be

deemed cured.

(c) Credits and Debits to Capital Account. A separate capital account shall be maintained for each Member

(i) to which shall be credited:

(A) The amount of money and fair market value of other property comprising the Member's capital contributions,

(B) Any allocations of Company income, gains, and profits made to the Member for book purposes under paragraph 4, and

(C) The amount of any Company liabilities that are assumed by the Member or that are secured by any Company property distributed to the Member; and

(ii) to which shall be debited:

(A) The amount of cash and the fair market value of any Company property distributed to the Member pursuant to any provision of this Agreement,

(B) Any allocations of Company deductions and losses made to the Member for book purposes under paragraph 4, and

(C) The amount of any liabilities of the Member that are assumed by the Company or that are secured by any property contributed by the Member to the Company.

(d) Treasury Regulations Section 1.704-1 (b) Compliance. Paragraph 3(c) and any other provisions of this Agreement relating to the maintenance of capital accounts are intended to comply with Treasury Regulations Section 1.704-1 (b), as amended, and shall be interpreted, applied, and modified to the extent necessary to comply with such Regulations. For all purposes of this Agreement, the phrase "for book purposes" shall be construed and applied according to the provisions of Treasury Regulations Section 1.704-1(b).

(e) Adjustment of Values. The gross value of Company property for book purposes, and the capital accounts of the Members, shall be simultaneously adjusted to reflect the gross

fair market value (as determined in good faith by the affirmative vote of at least 100% in voting interest of the Members as required by paragraph 7(c)) of such assets as if the Company recognized gain or loss (determined with reference to the Company's bases in its assets for book purposes) in an actual disposition of such assets (i) at such times as is permitted under (and pursuant to the rules of) Treasury Regulations Section 1.704-1 (b), as amended, and (ii) upon any other change in a Member's Percentage Interest (defined in paragraph 4(a)). Any such adjustment to the individual capital accounts of the Members shall be made by allocations of any such deemed gains or losses in accordance with the Members' relative interests in such gains or losses as provided in paragraph 4 in effect immediately before the triggering event described in items "(i)" and "(ii)" of this subparagraph (e). If the Members are unable to agree by the affirmative vote described above regarding the gross fair market value of Company assets, or if any Member otherwise requests the valuation determination to be made by appraisal, such value shall be determined by appraisal as follows. The Members unanimously shall select two qualified appraisers, such two appraisers shall then appoint a third qualified appraiser, and the three appraisers separately shall appraise such gross fair market value. The average of the two appraisals which are closest in amount shall be binding upon the parties hereto, and the other appraisal shall be ignored. The Company shall pay all expenses involved with such appraisers unless a Member requests an appraisal determination of value as provided above, in which case the costs of the appraisal shall be paid by the requesting Member. For purposes hereof, a qualified appraiser shall be any entity or person who regularly engages in the valuation of assets of the kind and nature owned by the Company and who holds themselves out as being in such business and qualified to make such valuation.

(f) Transfer of Interest. In the event any interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the capital account of the transferor to the extent it relates to the transferred interest.

(g) Limitation of Personal Liability. Except as otherwise provided by the Act or this Agreement, no Member of the Company, as identified on the signature page hereof or who subsequent to the date hereof becomes a Member, shall be personally liable for

or obligated to contribute money or property to or in respect of the debts, liabilities, contracts, or any other obligations of the Company (unless it was so liable prior to becoming a Member). Except as otherwise provided in this Agreement, no Member shall be liable to restore a deficit balance in its capital account.

(h) No Interest to be Paid. No interest shall be paid on the capital accounts of the Members in the Company.

4. PROFIT AND LOSS.

(a) General. Generally, except as otherwise provided in this paragraph 4, the net profits and the net losses of the Company for book and tax purposes shall be allocated to the Members in the proportions of their "Percentage Interests", as follows:

<u>Members</u>	<u>Capital Interest</u>
Old Hundred Trace VA MM LLC	90.00%
Bay Aging	10.00%

(b) Stop Loss Allocations. Notwithstanding paragraph 4(a), no allocation of loss or deduction shall be made which causes or increases a deficit balance in any Member's capital account as adjusted, pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(d) (unless such allocation is otherwise permitted by such Section); and any such deduction or loss allocation shall instead be made to the Members who are permitted to receive the same in accordance with the provisions of this Agreement.

(c) Qualified Income Offset. Notwithstanding paragraph 4(a), allocations of income and gain shall be made to the Members at such times and in such manner as required by the qualified income offset provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) in order to eliminate any "adjusted" (within the meaning of such Section) deficit capital account balances which may exist.

(d) Gross Income Allocations. In the event that any Member receives a distribution that causes or increases a deficit (which it is not liable to restore) capital account balance (as maintained and adjusted pursuant to paragraph 3) after taking into account all other provisions concerning allocations of profits and losses of this Agreement, such Member shall be allocated items of gross income or gain for the tax year of such distribution in an amount sufficient to eliminate such deficit.

(c) Allocations in Respect of Nonrecourse Liabilities. To the extent that the Company incurs any nonrecourse liabilities as described in Treasury Regulations Section 1.704-2, the following provisions shall apply notwithstanding paragraph 4(a) hereof:

(i) Nonrecourse Deduction. Partner nonrecourse deductions shall be allocated to the Members based upon the ratios in which they bear the economic risk of loss for the applicable liability, and allocations of other nonrecourse deductions shall be made to the Members in accordance with their Percentage Interests in effect under Paragraph 4(a); all as determined in compliance with Treasury Regulations Section 1.704-2, as amended or modified from time to time.

(ii) Minimum Gain Chargeback. Allocations of items of income and gain of the Company for any taxable year shall be made, prior to any other allocation for such year under this Agreement or otherwise, to the Members as required by the minimum gain chargeback provisions of Treasury Regulations Section 1.704-2, as amended or modified from time to time.

(f) Curative Allocations. The Members acknowledge that allocations made pursuant to paragraphs 4(b)-(e) above (collectively, the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulation Section 1.704-1(b) and may not be consistent with the manner in which the Members intend to share distributions of the Company. Accordingly, in the event any Regulatory Allocations are made to the Members, subsequent curative allocations provided for in this paragraph shall be made in a manner to prevent the Regulatory Allocations from distorting the manner in which Company allocations and distributions are shared pursuant to paragraphs 4(a) and 5, respectively. Such curative allocations of items of Company income, gain, loss, and deduction shall be made to the extent possible in any tax year in amounts sufficient such that the aggregate cumulative Regulatory Allocations and the cumulative curative allocations required by this sentence are made to the Members in proportion to their Percentage Interests described in paragraph 4(a) above in effect during the time period affected by such allocations, as if the Regulatory Allocations had not occurred.

(g) Other Allocations Rules. Although it is intended that paragraph 4(a) be the general rule for allocations of book and tax income or loss, such allocations shall be adjusted or modified in any given instance to the extent necessary to comply with Section 704(b) and (c) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder. For purpose of determining the profits, losses, or any other items allocable to any period, profits, losses, and any such other items shall be determined on a daily, monthly, or other basis using any permissible method under Code Section 706 and the Treasury Regulations promulgated thereunder.

5. SALARIES AND DISTRIBUTIONS.

(a) Limitation of Member's Salary. No Member shall receive any salary, commission, or fee for services rendered to the Company unless the payment of such salary, commission, or fee is approved by a unanimous vote of the Members.

(b) Distributions of Cash Flow. Subject to paragraph 5(c), the net cash flow of the Company, as reasonably determined by the Managers, shall be distributed at such times as may be determined by the Managers (but no less frequently than annually) to the Members in accordance with the Percentage Interests which are in effect pursuant to paragraph 4(a) at the time of the distribution.

(c) Distribution Upon Liquidation. In the event of termination and liquidation of the Company, then the assets of the Company remaining after settlement of Company obligations shall be distributed to the Members in accordance with their positive capital account balances as adjusted to fair market value pursuant to paragraph 3(e), except as otherwise provided in this Agreement. Any distribution to a Member to liquidate its interest in the Company other than during the liquidation of the Company, and except as otherwise provided in this Agreement, shall be in the amount of its positive capital account balance adjusted as provided above.

(d) Distribution in Kind. If any of the assets of the Company are to be distributed in kind, the fair market value of such assets shall be determined in accordance with paragraph 3(e) as of the time of such distribution. Allocations to the Members' capital accounts (using the methodology described in paragraph 3(e)) shall be made of the amount of gain or loss, if any, which would have been realized by the Company if such assets had been sold by the

Company for prices equal to their respective fair market values as so determined. Such assets shall be distributed on the basis of the fair market value thereof and any Member entitled to any interest in such assets shall receive the same by separate distribution of such assets or by distributions of undivided interests therein with all other Members so entitled, as is determined by the unanimous agreement of the Members.

6. EXCESS LOAN AND CAPITAL TRANSACTIONS PROCEEDS. In the event that a loan is obtained on security of Company property in substitution or in addition to any existing loan or in the event of the sale or other disposition of such property in whole or in part, then, upon the consummation of such loan or the sale or other disposition of such property, as the case may be, the proceeds thereof shall be applied in the following order: (a) to the discharge of any existing loan, if necessary; (b) to the payment of the expenses incidental to such loan or the expenses of sale, and any unpaid expenses of operation or maintenance of such property, as the case may be; and (c) any remaining balance to be distributed to the Members as provided in paragraph 5(b), subject to paragraph 5(c).

7. MEMBERSHIP.

(a) In General. Any Member identified on the signature page of this Agreement or who becomes a new Member upon compliance with paragraph 18 below shall continue as a Member until its membership in the Company ceases. A Member's membership in the Company shall cease upon the events specified in the Act, including, without limitation: the Member's voluntary withdrawal from the Company (if permitted by paragraph 11), the Member's assignment of its entire interest in the Company in accordance with this Agreement, the removal of the Member as provided in this Agreement, an act of Bankruptcy by the Member as defined in paragraph 12, the Member's death or adjudication of incompetency, termination of a trust which is a Member, liquidation of a Member which is a partnership, LLC, or corporation, or distribution of its entire interest in the Company by an estate or trust Member or by a partnership, corporate, or LLC Member. When the Member's membership in the Company ceases, it shall have no rights greater than those of an assignee as provided in the Act.

(b) Rights Accruing to Members. All Members shall have access to such information

and records of the Company as provided in the Act, subject to the limitations provided therein.

(c) Action by Members. For purposes of this Agreement, whenever a decision or action by the Members on behalf of the Company is called for and except as otherwise provided in this Agreement, then each Member shall be entitled to one vote (or fraction thereof) for each percentage point of his Percentage Interest as provided in paragraph 4(a) at such time. Except as otherwise provided in this Agreement, a majority vote of the Members shall be required to approve any such action or decision, provided that the following matters shall require the affirmative vote of at least 100% in voting interest of the Members:

(i) The amendment of this Agreement (except as to any matter the approval of which would require a greater affirmative vote, or except as to any of the economic rights of the Members, the amendment of which shall require the unanimous vote of the Members).

(ii) Merger of the Company,

(iii) The encumbrance, sale, transfer, or other disposition of all or substantially all of the assets of the Company,

(iv) The admission of a new Member to the Company, subject to compliance with paragraph 18 below,

(v) The adjustment of capital account balances of the Members described in paragraph 3(e),

(vi) The contribution of additional capital to the Company pursuant to paragraph 3(b),

(vii) The incurrence of indebtedness by the Company other than in the ordinary course of business,

(viii) A fundamental change in the nature of the business of the Company, and

(ix) The dissolution and liquidation of the Company as provided in paragraph 15 below.

(d) Waiver of Right of Partition. Each of the Members irrevocably waives during the term of the Company any right to maintain any action for partition with respect to the



Company's property.

8. MANAGEMENT.

(a) Initial Manager. All Members are not necessarily managers by virtue of their status as Members, and a manager need not be a Member of the Company. Notwithstanding anything to the contrary herein, the initial manager of the Company (the "Manager") shall be Old Hundred Trace VA MM LLC.

Each Manager shall continue as a Manager of the Company with all rights, authority, and responsibilities provided in this Agreement until the time that he ceases to be a Manager as provided in paragraph 8(d) below, whereupon his successor shall be appointed as provided therein.

(b) Authority of Manager. Any decisions made by the Managers shall require the affirmative vote of a majority of the Managers. Subject to the voting rights as provided in this Agreement, the Managers shall have all of the rights and powers which may be possessed by Managers under the Act including, without limitation, the right and power to:

(i) acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(ii) operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(iii) borrow money and issue evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Company property;

(iv) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, development and operation of Company

property and Company business;

(v) execute, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to obligate the Company or convey or encumber any or all of the Company property;

(vi) prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the Company property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Company property;

(vii) care for and distribute funds to the Members by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(viii) contract on behalf of the Company for the employment and services of employees and independent contractors and delegate to such persons the duty to manage or supervise any of the assets or operations of the Company; and

(ix) engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Company property and Managers liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by an LLC under the laws of each state in which the Company is then formed or qualified.

The actions of the Managers hereunder shall be binding upon the Company. Any document, instrument, or agreement shall require the signature of all of the Manager(s) in order to be a valid and binding obligation of the Company. No Manager shall be liable, responsible or accountable in damages or otherwise to any of the Members for any acts performed by the Manager within the scope of its authority except for acts of willful misconduct, fraud, bad faith, gross negligence, or breach of his obligations or

representations under this Agreement or any other agreement with or obligation to the Company.

(c) Reimbursement of Expenses. Each of the Members and Managers shall be entitled to reimbursement from the Company for direct expenses attributable to the organization, operation, and management of the Company, provided such expenses are approved as provided in or permitted by this Agreement.

(d) Resignation or Removal of Manager. Any Manager may resign or be removed for cause by the affirmative vote of 100% of the voting interest of the Members as determined in this paragraph 8. The term "for cause" shall mean:

(i) A Manager's failure or refusal to perform those duties which it is required hereunder or by law to perform in furtherance of the business of the Company;

(ii) A Manager's intentional activity which causes material injury to the Company;

(iii) A Manager's committing a fraud against the Company or using or appropriating for personal use or benefit funds or properties of the Company when not authorized to do so;

(iv) A Manager's committing an act of gross negligence regarding the business of the Company; or

(v) In conducting its own affairs or those of the Company, a Manager's jeopardizing the status of the Company for purposes of federal income taxation in accordance with the then existing provisions of the Internal Revenue Code, as amended, and the regulations promulgated thereunder, or the policies of the Internal Revenue Service.

Upon a Manager's resignation, removal, death, adjudication or other determination (as provided below) of incompetence, or upon any other event specified in the Act, the affected Manager shall cease to be a Manager and the Members upon the agreement of a majority in voting interest shall elect a successor Manager to replace the former Manager. A Manager shall be deemed incompetent (for purposes of the preceding sentence) upon the

agreement of at least 50% in voting interest of the Members, and the written certification of incompetence by a duly licensed physician selected by at least 50% in voting interest of the Members. If the Members fail to elect a successor Manager leaving the Company without one, then the Company shall liquidate and terminate as provided in paragraph 5(c).

(e) Other Rights of Managers. Each of the Managers and Members may have other business interests and may engage in any other business or trade, profession, or employment whatsoever, on its own account, or in partnership with or as an employee of or as an officer, director, shareholder, manager, member or partner of any person, firm, corporation, LLC, or partnership, and it shall not be required to devote its entire time to the business of the Company. No Manager or Member shall be obligated to devote more time and attention to the conduct of the business of the Company than shall be required for the supervision of the ownership, development, operation, and management of the Company's property and business.

(f) Contracting with Manager. The Company is expressly permitted in the normal course of its business to enter into transactions with a Manager or with any Affiliate (as hereinafter defined) of a Manager, provided that the price and other terms of such transactions are fair to the Company and that the price and other terms of such transaction are not less favorable to the Company than those generally prevailing with respect to comparable transactions. The term "Affiliate" shall mean any member, manager, shareholder or partner in or of a Manager, or any LLC, corporation, partnership or other entity in which a Manager or any member, manager, shareholder or partner of a Manager has an interest, or any person related by blood or marriage to the Manager.

(g) Tax Matters Partner. The person specifically authorized to act as the "Partnership Representative" under the Code and in any similar capacity under federal, state or local law is Old Hundred Trace VA MM LLC.

9. INDEMNIFICATION. The Company shall indemnify every Manager in respect of payments made and personal liabilities reasonably incurred by the Manager in

the authorized conduct of the Company's business or for the preservation of its business or property. Except as provided below or as otherwise provided in the Act, no Manager shall be personally liable for monetary damages for breach of any duty to the Company, and the Company shall indemnify any Manager or Member against judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which such Manager or Member is a party because it is or was a Manager or Member of the Company, as provided in the Act. Notwithstanding the foregoing, the personal liability of a Manager shall not be limited and the Company shall not indemnify Manager with respect to (i) acts or omissions that the Manager knew at the time of such acts or omissions were clearly in conflict with the interests of the Company, (ii) any transaction from which the Manager derived an improper personal benefit, (iii) acts or omissions occurring prior to the date of this Agreement, all as provided in the Act, or (iv) matters expressed in the last sentence of paragraph 8(b) for which the Manager would be liable.

10. ASSIGNMENT.

(a) General Prohibition on Assignment. Except as otherwise provided in this Agreement, each Member is prohibited from selling, assigning, transferring, setting over, mortgaging, creating a security interest in, or hypothecating its interest in the Company or the Company assets in any manner whatsoever, including without limitation transfers incident to separation, divorce, or equitable distribution, nor may the interest of any of the Members in the Company or the Company assets be transferred by operation of law or by any assignment by operation of law, unless otherwise agreed in writing by all Members. Any assignment in violation of this paragraph 10 shall be null and void.

(b) Right of First Refusal. The foregoing notwithstanding, if a Member ("Selling Member") desires to sell its interest in the Company, the Selling Member shall in writing express such an intention and make an offer (the "Offer") to the other Members to purchase the Selling Member's interest at a Purchase Price equal to the book value of the Selling Member's capital account plus the Selling Member's share of one hundred fifty percent (150%) of the average of the prior two (2) calendar years earnings as determined by the certified public accountant regularly employed by the Company for the most recent

reporting period preceding the purchase and upon the payment terms contained in paragraph 12(b) herein. The other Members shall have sixty (60) days from receipt of the Offer within which to accept the Offer. Any of the other Members collectively desiring to purchase all, but not less than all, of the membership interest being offered, shall do so in the proportions that their Percentage Interests bear one to the other; provided that if any such Member does not want to purchase the full portion of the interest to which it is entitled, such portion may be purchased by the other purchasers in the manner provided above. Alternatively, if all of the other Members agree, the Company may exercise this first right of refusal and purchase and liquidate the Selling Member's interest upon the terms and conditions of this paragraph. If the other Members or the Company do not accept the Offer to purchase the entire membership interest being offered within sixty (60) days of its receipt, then the Selling Member may transfer its interest pursuant to a bona fide purchaser provided that such transfer occurs within ninety (90) days after the receipt of the Offer by the other Members. Such transfer shall only entitle the transferee to the transferor's interests in the Company's profits and losses, distributions, and capital as an assignee in accordance with the Act, and the transferee shall receive the same only as provided in this Agreement. Such transfer shall not entitle the transferee to become a Member in the Company and the transferee can only become a Member pursuant to the provisions of paragraph 18 hereof. In the event that the Selling Member shall not make such transfer within the aforesaid time period then the preceding provisions of this paragraph shall again be complied with and a new offer shall be made before any transfer may thereafter be made. Any transferee or assignee of an interest pursuant to this Agreement (who has not become a Member) shall have all the obligations imposed upon a Member as set forth in this Agreement with respect to the transferred interest.

(c) Special Assignment Rights. Notwithstanding the foregoing, each Member (if an individual natural person) may from time to time transfer a portion or portions of his or her interest in the Company as a gift directly to or in trust for the benefit of his or her spouse, children, and issue provided the Grantor-Member remains as a Member and retains some interest in the Company. In the event of any such family transfer, all of such transferred membership interest shall be attributed to the Grantor-Member for purposes of obligations hereunder including contribution among the Members, and the transferee is entitled to become a Member

of the Company only as provided in paragraph 18.

11. WITHDRAWAL. Without the unanimous written consent of the Members, except as provided below a Member may not voluntarily withdraw from the Company and thereby require the Company to dissolve and liquidate or to purchase or redeem such Member's interest.

12. EXPULSION.

(a) Default of a Member. Should any Member (a "defaulting Member") violate any of the provisions of this Agreement including (but not limited to) the failure to make any capital contribution required under paragraph 3 (which violation remains uncured thirty (30) days after written notice thereof to the defaulting Member, or in the case of a requirement to contribute money to the Company, within five (5) days after written request therefor has been given); or withdraw or attempt to withdraw from the Company in breach of this Agreement; or transfer or attempt to transfer his interest in breach of this Agreement; or become Bankrupt as defined in paragraph 12(c); (any of such events constituting a "default") then, a majority in voting interest of the remaining Members shall have the right within the six (6) month period after the event constituting the default (irrespective of any cure or attempt to cure subsequent to the default) to elect that the defaulting Member's interest in the Company be purchased and redeemed by the Company, the election to be exercised by written notice to the defaulting Member. If such written notice is given, the defaulting Member shall be deemed to withdraw from the Company on the date fixed in such notice (the "Effective Date"), which must be on the last day of a month not later than sixty (60) days after such notice is given. On such withdrawal, the defaulting Member shall be entitled to be paid by the Company an amount for his membership interest calculated and payable as provided below. Any loss due to such default shall be charged against the capital account of the defaulting Member before it is entitled to receive the above payment. A defaulting Member shall not be entitled to any voting rights as to any matter of Company business while any such default shall remain uncured. For all purposes of this paragraph 12, any such event of default by (i) an assignee of a membership interest hereunder (if such assignee has not in fact become a Member), or (ii) a shareholder, partner, or member of a Member which is a corporation, partnership, or LLC, shall be deemed a default by such assignee or Member and shall subject such assignee's or such Member's interest to the purchase options of this paragraph.

(b) Price to Be Paid. The price to be paid for a defaulting Member's interest shall be equal to eighty percent (80%) of the capital account balance of the defaulting Member as of the Effective Date, which valuation is intended to reflect liquidated damages as a compensatory measure in favor of the nondefaulting Members as a result of the default. Unless otherwise agreed to by the parties, the purchase price shall be paid on a level payment amortization basis, with principal and interest being due and payable in three (3) equal annual installments beginning one (1) year after the Effective Date, with interest on the unpaid balance accruing from the Effective Date at a fixed rate equal to the Prime Rate as established by Bank of America, N.A. existing on the Effective Date but in no event less than the applicable federal rate established pursuant to the Internal Revenue Code for such month. The Company shall execute a promissory note in the amount of the purchase price in accordance with the terms hereof which shall be secured as provided in paragraph 14. The closing of the purchase shall occur within thirty (30) days after the Effective Date.

(c) Special Provisions. For purposes of this Agreement, the term "Bankruptcy" shall mean and a Member shall be deemed "Bankrupt" upon (i) the entry of a decree or order for relief of such Member or adjudication of such Member's insolvency by a court of competent jurisdiction in any involuntary case involving such Member under any Bankruptcy, insolvency or other similar law now or hereafter in effect; (ii) the Member's seeking, consenting to, or acquiescing in, the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar agent for such Member or for any substantial part of such Member's assets or property; (iii) the ordering of the winding up or liquidation of such Member's affairs or of any substantial part of such Member's assets or property; (iv) the Member's filing of a petition or answer seeking for such Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) the commencement by such Member of a voluntary case under any Bankruptcy, insolvency or other similar law now or hereafter in effect; (vi) the Member's filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in the prior items of this paragraph; (vii) the making by such Member of any general assignment for the benefit of creditors; (viii) the continuation of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation,



for 120 days after the commencement thereof; or (ix) the appointment of a trustee, receiver, or liquidator for the person or all or any substantial part of the person's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for 120 days or, if the appointment is stayed, for 120 days after the expiration of the stay during which period the appointment is not vacated

13. DEATH. Upon the death of any Member or assignee, the surviving Members shall have the right to purchase all of the decedent's interest in the Company exercisable upon written notice to the decedent's personal representative (the "P.R.") within six (6) months after the date of death. The P.R. shall continue as a Member (if decedent was a Member) until the decedent's estate transfers its interest in the Company as provided below. Such right to purchase shall be exercised by all surviving Members desiring to participate in the purchase in the proportions that their Percentage Interests bear one to the other; provided that if any such Member does not want to purchase the full portion of the interest to which he is entitled, such portion may be purchased by the other purchasers in the manner provided above. Such rights to purchase shall apply only to and be effective only for all of the decedent's interest in the Company. The purchase price shall be equal to the decedent's capital account balance plus the decedent's share of one hundred fifty percent (150%) of the average of the prior two (2) calendar years earnings as determined by the certified public accountant regularly employed by the Company for the most recent reporting period preceding the event which triggers the purchase.

Payment of the purchase price shall be made in the same manner as that provided in paragraph 12 above, except that the Effective Date of withdrawal of the decedent shall be the date of such written notice to the P.R., the closing of such purchase shall occur within thirty (30) days after the Effective Date, and any deferred payment shall be secured as provided in paragraph 14. Alternatively, if all remaining Members agree the Company may exercise this option to purchase and liquidate the decedent's interest upon the terms and conditions of this paragraph. If the Company and the Company business are continued as provided in paragraph 15 then, subject to the foregoing options, the decedent's heir, legatee or beneficiary, as the case may be, shall succeed to the

decedent's interest in the Company in the same manner and in all respects as the decedent and become a Member if decedent was a Member, upon execution of a written undertaking to become a party to this Agreement.

14. SECURITY FOR PAYMENT. Except as otherwise provided in this Agreement, if any part of the purchase price payable to a Member hereunder is paid by the purchaser's delivery of a promissory note payable to the selling Member, then the purchaser shall secure such deferred payment as follows. If the purchaser is another Member, then the purchasing Member shall grant to the selling Member a security interest in the membership interest being purchased. The security interest shall be perfected by the purchaser's (i) executing financing statements in form suitable to the selling Member and filing the same in the Secretary of State's office in Virginia and in the Register of Deeds' office in the county of residence of the purchasing Member and in such other places as shall be necessary to perfect the security interest of the selling Member, and (ii) undertaking any other actions as shall be necessary to perfect the security interest of the selling Member. If the purchaser is the Company, the Company shall deliver with its promissory note to the selling Member a deed of trust on the Company's real property (subject to any existing deed of trust or other encumbrance on the same) in form suitable to the selling Member, which deed of trust shall be recorded as required by law to perfect the selling Member's security in the same. If the Company has no real property, the Company shall grant to the selling Member a security interest in its personal property (subject to any existing perfected security interest thereon), which shall be perfected by the Company's executing and filing financing statements as provided above. So long as any part of the purchase price is unpaid, the selling Member shall have all of the rights, elections and remedies available to a secured party under the Uniform Commercial Code as in effect in the State of Virginia.

15. DISSOLUTION AND WINDING UP. The Company shall be dissolved and its affairs wound up upon the time specified in paragraph 2 for termination or upon the vote of the Members as provided in paragraph 7(c). Unless otherwise required by law or this paragraph, no event, including a Member's cessation of membership in the Company, shall dissolve the Company. Notwithstanding the foregoing, if any such dissolution of the Company occurs pursuant to requirement of law or otherwise, the Company shall continue and not be liquidated and terminated if (i) there is at least one remaining Member and (ii) the remaining

Members elect to continue the Company pursuant to the affirmative vote of a majority of the voting interests of the remaining Members, such election to be made within ninety (90) days after the event of dissolution. If the Company is dissolved and is not continued as provided above, the Managers shall wind up the affairs of the Company and liquidate and terminate the Company in accordance with the provisions of the Act and paragraph 5(c).

16. BANKING. All funds of the Company shall be deposited in its name in such checking account or accounts as shall be designated unanimously by the Managers. All withdrawals therefrom are to be made upon checks signed by a signatory designated to the bank by the Managers.

17. BOOKS. The Company shall maintain such books and records as the Managers unanimously shall deem adequate. All books, records and accounts of the Company shall be open to all Members during normal business hours. For the purpose of Company accounting and for income tax reporting, the books shall be maintained on a cash or accrual basis as the Managers unanimously shall determine. The Company's fiscal year shall be the calendar year. At the close of each fiscal year, the Company's books shall be closed and the Managers may cause the books to be audited, reviewed, or compiled by an independent certified public accountant. Statements showing the results of operation shall be prepared and supplied to all Members.

18. ADMISSION OF MEMBERS. Except as otherwise provided in this Agreement, new Members shall be admitted into the Company only upon the vote of the Members as provided in paragraph 7(c), and such new Member's (1) making any capital contribution to the Company required by the Managers, and (2) signing an agreement to observe and be bound by all terms and provisions of this Agreement.

19. NOTICES. All notices shall be given in person, or by registered or certified mail or by overnight mail carrier addressed to the Members at their most recent addresses as maintained in the books and records of the Company. Any Member may change such address by written notice sent by registered or certified mail to the Company.

20. APPLICABLE LAW. This Agreement, the relations, rights, and duties of the Members among themselves, and all matters pertaining to the Company and its property shall be governed by the statutes and laws of the State of Virginia applicable to limited liability companies.

21. INUREMENT. The covenants and agreements contained herein shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, personal representatives, successors in interest, heirs or legatees, and assigns.

22. PURCHASE RIGHTS OF NONPROFIT. The Company is authorized to enter a Purchase Option and Right of First Refusal Agreement with Bay Aging, a Virginia nonprofit corporation, containing the terms required by Virginia Housing Development Authority.

[signatures on following page]

IN WITNESS WHEREOF, the Members hereto have signed and sealed this Agreement  
as of the day and year first above written.

● Old Hundred Trace VA MM LLC  
a Virginia limited liability company

By: Taft-Mills Group, LLC,  
a North Carolina limited liability company, its Managing Member

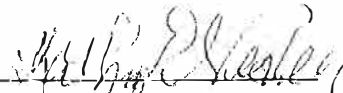
By: 

Name: Thomas F. Taft, Sr.

Title: Managing Member

Date: March 11, 2021

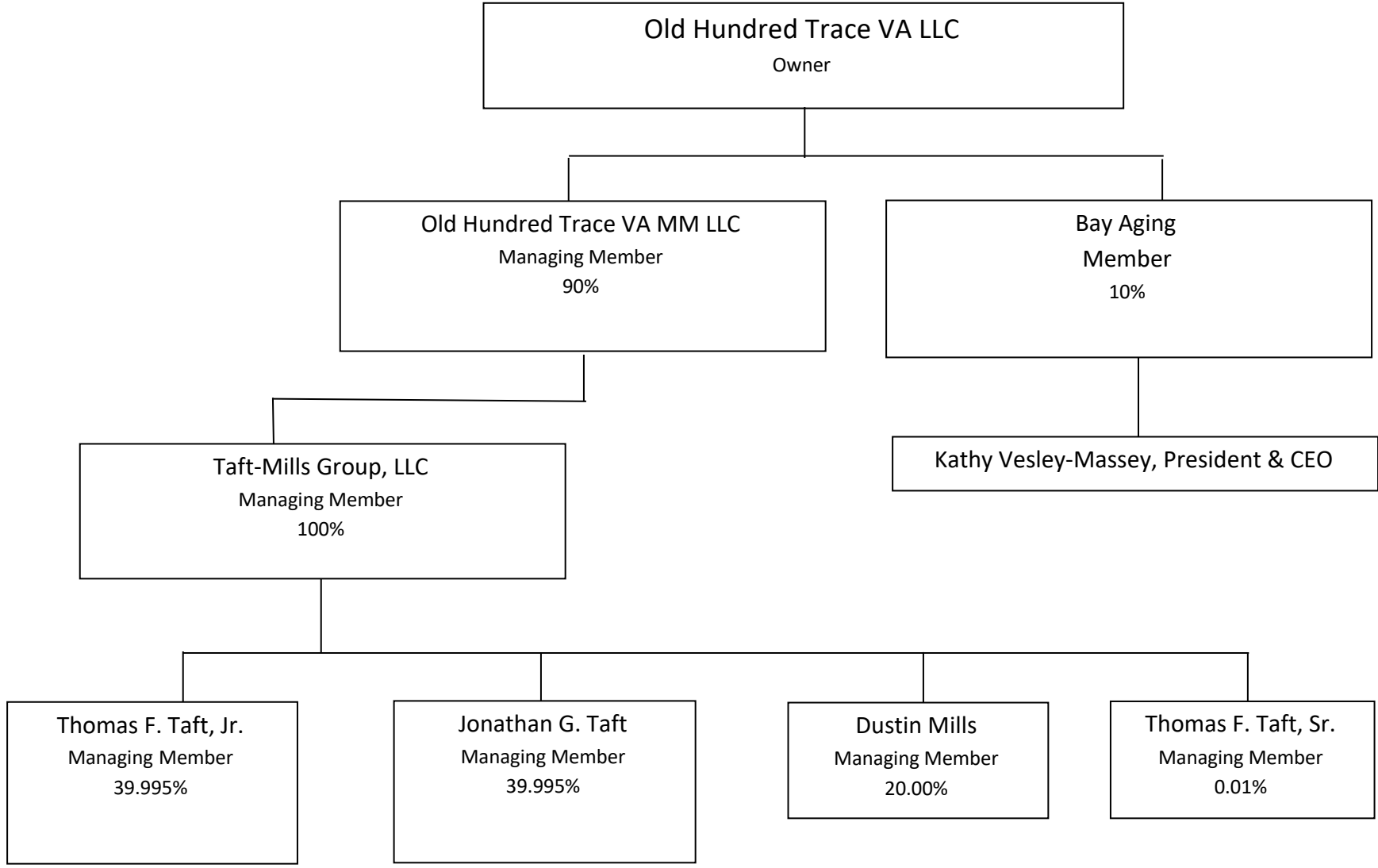
Bay Aging  
a Virginia nonprofit corporation

By: 

Name: Kathy Vesley-Massey

Title: President & CEO

Date: 3-11-2021



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this “*Agreement*”) is made and entered into as of the 12th day of March, 2021, between **OLD HUNDRED TRACE VA LLC**, a Virginia limited liability company (“*Company*”), and **TAFT-MILLS GROUP, LLC**, a North Carolina limited liability company (the “*Developer*”).

### RECITALS:

**WHEREAS**, the Company was formed to develop, construct, rehabilitate, own, maintain and operate a residential rental property intended for rental to low and moderate income tenants (the “*Project*”) and to qualify for low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986, as amended (the “*Code*”), to be known as Old Hundred Trace Apartments located in Chesterfield County, Virginia; and

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

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

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

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

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

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

- (f) Analyze competitiveness of Project against others in the market area.
- (g) Make preliminary estimates of Project costs and determine Project feasibility.

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

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

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

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

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



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

(i) Coordination and administration of the Architect or engineer, the general contractor and other contractors, professionals and consultants employed in connection with the construction or rehabilitation of the Project;

(ii) Administration of any construction contracts on behalf of the Company;

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

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

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

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

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

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

(ix) Keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested; and

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

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

(i) Obtain required building permits;

- (ii) Ensuring all construction is consistent with the Plans and Specs, including any required off-site work;
  - (iii) General administration and supervision of construction of the Project, including but not limited to activities of subcontractors and their employees and agents, and others employed by the Project in a manner which complies in all respects with the Plans and Specs;
  - (iv) Compliance with any and all zoning regulations, county ordinances, including health, fire and safety regulations, and any other requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Project; and
  - (v) Insuring that the Project is constructed free and clear of all mechanics' and materialmen's liens.
- (c) Receive bids, prepare bid analysis and make recommendations to the Company for award of contracts or rejection of bids.
  - (d) Investigate and recommend a schedule for purchase by the Company of all materials and equipment requiring long lead time procurement.
  - (e) Coordinate schedule with Architect and expedite and coordinate delivery of purchases.
  - (f) Develop and implement a procedure for the review and processing of applications by subcontractors for progress and final payments and monitor disbursement and payment of amounts owed Architects and the subcontractors.
  - (g) Record the progress of the Project and submitting written progress reports to the Company and Architect, including the percentage of completion and the number and amounts of change orders.
  - (h) Keep, or cause to be kept, accounts and cost records as to the construction of the Project; assemble and retain all contracts, agreements and other records and data as may be necessary to carry out Developer's functions hereunder.
  - (i) Make available to the Company, during normal business hours and upon the Company's written request, copies of all material contracts and subcontracts.
  - (j) Provide, and periodically update, Project construction time schedule which coordinates and integrates Architect's services with construction schedules.

(k) Coordinate the work of Architect to complete the Project in accordance with the objectives as to cost, time and quality, and provide sufficient personnel at the Project with authority to achieve such objectives.

(l) Provide a detailed schedule of realistic activity sequences and durations, allocation of labor and materials and processing of shop drawings and samples.

(m) Provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the Company adjustments in the schedule to meet the probable completion date, provide summary reports of such monitoring, and document all changes in the schedule.

(n) Recommend courses of action to the Company when requirements of subcontracts are not being fulfilled.

(o) Revise and refine the approved estimate of construction cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed.

(p) Provide regular monitoring of the approved estimate of construction costs, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the Company whenever projected costs exceed budgets or estimates.

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

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

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

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

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

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

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

- (a) Locate, evaluate the suitability of, negotiate the purchase or lease of, or arrange the financing for the land on which the Project is to be located.
- (b) Arrange, or negotiate the terms and conditions of, the permanent financing.
- (c) Arrange, or negotiate the terms and conditions of, the capital contributions of an investor member in the Company.
- (d) Perform or assist in the marketing or leasing of units in the Project.

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

**8. Development Fee.** For services provided and to be performed under this Agreement the Company agrees to pay the developer a fee (the "*Development Fee*") in the aggregate amount of \$ \_\_\_\_\_, as provided in this Paragraph 8.

(a) Ten percent (10%) of the Development Fee shall be earned as the services described in Paragraph 3 are performed. In the event that at the end of any billing or fiscal period, a significant portion (but not all) of such services have been performed, a proportionate amount of such portion of the Development Fee shall be deemed earned.

(b) Ten percent (10%) of the Development Fee shall be earned as the services described in Paragraph 4 are performed. In the event that at the end of any billing or fiscal period, a significant portion (but not all) of such services have been performed, a proportionate amount of such portion of the Development Fee shall be deemed earned.

(c) Five percent (5%) of the Development Fee shall be earned as the services described in Paragraph 5 are performed. In the event that at the end of any billing or fiscal period, a significant portion (but not all) of such services have been performed, a proportionate amount of such portion of the Development Fee shall be deemed earned.

(d) Seventy-five percent (75%) of the Development Fee shall be earned as the services described in Paragraph 6 are performed. The Development Fee shall be payable at a mutually agreeable time; provided that (i) any portion of the Development Fee not treated as a Deferred Development Fee shall be payable on or before the date of the final capital contribution of the investor member in the Company; and (ii) any Deferred Development Fee shall be payable when and as funds are available to the Company to pay such fee, but in all events immediately after the close of the credit period (the "*Credit Period*" as that term is defined in Section 42(f)(1) of the Code) with respect to the Project. The Developer agrees that it shall recognize the entire fee is taxable income not later than the year following the end of the Credit Period. A Deferred Development Fee shall mean any portion of the Development Fee so treated as provided in the Operating Agreement. Any



Deferred Development Fee shall be evidenced by a note in the form attached hereto as Exhibit A.

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

**10. Allocation of Fee.** At the request of the Company, the Developer will prepare a schedule allocating its Development Fee among the services performed by it (including, for example, an allocation between items that are or are not includable in eligible basis determined for purposes of Section 42 of the Code). The Developer will retain and provide to the Company books and records substantiating its allocation of the Development Fee.

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

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

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

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

**15. Successors and Assigns, Termination.** This Agreement shall be binding on the parties hereto and their heirs, successors, and assigns. However, this Agreement may not be assigned by any party hereto without the consent of all members of the Company, nor may it be

terminated without the consent of all of the members of the Company (except in the case of a material breach hereunder by the Developer); such consent shall not be unreasonably withheld.

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

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

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

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

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter as of the date hereof and supersedes all prior understandings, representations, proposals, discussions and negotiations whatsoever, whether oral or written, between the parties hereto.

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

*[signature page follows]*

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

**COMPANY:**

Old Hundred Trace VA LLC  
a Virginia limited liability company

By: Old Hundred Trace VA MM LLC  
a Virginia limited liability company  
Its: Managing Member

By: Taft-Mills Group, LLC  
a North Carolina limited liability company  
Its: Managing Member

By:   
Thomas F. Taft, Sr., Managing Member

**DEVELOPER:**

Taft-Mills Group, LLC  
a North Carolina limited liability company

By:   
Thomas F. Taft, Sr., Managing Member

B

Virginia State Corporation  
Commission Certification  
(MANDATORY)



# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, November 19, 2020

This is to certify that the certificate of organization of

### **Old Hundred Trace VA LLC**

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

Effective date: November 19, 2020



STATE CORPORATION COMMISSION

Attest:

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

Interim Clerk of the Commission

C

Principal's Previous  
Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name: Old Hundred Trace  
Name of Applicant (entity): Old Hundred Trace VA LLC

I hereby certify that:

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

**Previous Participation Certification, cont'd**

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

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

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

Signature

  
**Thomas F. Taft, Sr.**

Printed Name

**March 12, 2021**

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

D

# List of LIHTC Developments

(Schedule A)  
(MANDATORY)



# List of LIHTC Developments (Schedule A)



Development Name: Old Hundred Trace  
 Name of Applicant: Old Hundred Trace VA LLC

**INSTRUCTIONS:**

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

Principal's Name: Old Hundred Trace VA LLC 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

# List of LIHTC Developments (Schedule A)



Development Name: Old Hundred Trace  
 Name of Applicant: Old Hundred Trace VA LLC

**INSTRUCTIONS:**

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

Principal's Name: Old Hundred Trace VA MM 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

# List of LIHTC Developments (Schedule A)



Development Name: Old Hundred Trace  
 Name of Applicant: Old Hundred Trace VA LLC

**INSTRUCTIONS:**

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

Principal's Name: Taff-Mills Group, 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.? <sup>2</sup> (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	Legacy Trace, Benson, NC	Legacy Trace, LLC/(252) 916-2691	Y	64	64	10/16/19	5/14/20	N
2	Quarry Trace, Raleigh, NC	Quarry Trace, LLC/(252) 916-2691	Y	96	96	12/30/19	8/20/20	N
3	Amberly Trace, Burlington, NC	Amberly Trace, LLC/(252) 916-2691	Y	80	80	12/30/19	12/4/20	N
4	Oliver's Trace, Winston-Salem, NC	Oliver's Trace, LLC/(252) 916-2691	Y	88	88	1/15/21	TBD	N
5	Farrington Trace, Greenville, NC	Farrington Trace, LLC/(252) 916-2691	Y	80	80	TBD	TBD	N
6	Crenshaw Trace, Wake Forest, NC	Crenshaw Trace, LLC/(252) 916-2691	Y	68	68	TBD	TBD	N
7	Walnut Trace, Raleigh, NC	Walnut Trace, LLC/(252) 916-2691	Y	180	180	TBD	TBD	N
8	East Bend Trace, Greenville, NC	East Bend Trace, LLC/(252) 916-2691	Y	72	72	TBD	TBD	N
9	Residences at Railroad Square, Brunswick, MD	Residences at Railroad Square, LLC/(252) 916-2691	Y	45	45	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 773 773 LIHTC as % of Total Units 100%



# List of LIHTC Developments (Schedule A)



Development Name: Old Hundred Trace  
 Name of Applicant: Old Hundred Trace VA LLC

**INSTRUCTIONS:**

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

Principal's Name: Thomas F. Taft, Sr. 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	Parkside Commons, Greenville, NC	Parkside Elderly, LLC/(252) 916-2691	Y	98	98	6/22/2016	4/26/2017	N
2	Wakefield Commons, Raleigh, NC	Wakefield Commons, LLC/(252) 916-2691	Y	80	80	10/31/2017	5/10/2018	N
3	Legacy Trace, Benson, NC	Legacy Trace, LLC/(252) 916-2691	Y	64	64	10/16/2019	5/14/2020	N
4	Quarry Trace, Raleigh, NC	Quarry Trace, LLC/(252) 916-2691	Y	96	96	12/30/2019	8/20/2020	N
5	Amberly Trace, Burlington, NC	Amberly Trace, LLC/(252) 916-2691	Y	80	80	12/30/2019	12/4/2020	N
6	Oliver's Trace, Winston-Salem, NC	Oliver's Trace, LLC/(252) 916-2691	Y	88	88	1/15/2021	TBD	N
7	Farrington Trace, Greenville, NC	Farrington Trace, LLC/(252) 916-2691	Y	80	80	TBD	TBD	N
8	Crenshaw Trace, Wake Forest, NC	Crenshaw Trace, LLC/(252) 916-2691	Y	68	68	TBD	TBD	N
9	Walnut Trace, Raleigh, NC	Walnut Trace, LLC/(252) 916-2691	Y	180	180	TBD	TBD	N
10	East Bend Trace, Greenville, NC	East Bend Trace, LLC/(252) 916-2691	Y	72	72	TBD	TBD	N
11	Residences at Railroad Square, Brunswick, MD	Residences at Railroad Square, LLC/(252) 916-2691	Y	45	45	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
TOTAL:

951 951

LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Old Hundred Trace  
 Name of Applicant: Old Hundred Trace VA LLC

**INSTRUCTIONS:**

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

Principal's Name: Dustin T. Mills 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	Wakefield Commons, Raleigh, NC	Wakefield Commons, LLC/(252) 916-2691	Y	80	80	10/31/17	5/10/18	N
2	Legacy Trace, Benson, NC	Legacy Trace, LLC/(252) 916-2691	Y	64	64	10/16/19	5/14/20	N
3	Quarry Trace, Raleigh, NC	Quarry Trace, LLC/(252) 916-2691	Y	96	96	12/30/19	8/20/20	N
4	Amberly Trace, Burlington, NC	Amberly Trace, LLC/(252) 916-2691	Y	80	80	12/30/19	12/4/20	N
5	Oliver's Trace, Winston-Salem, NC	Oliver's Trace, LLC/(252) 916-2691	Y	88	88	1/15/21	TBD	N
6	Farrington Trace, Greenville, NC	Farrington Trace, LLC/(252) 916-2691	Y	80	80	TBD	TBD	N
7	Crenshaw Trace, Wake Forest, NC	Crenshaw Trace, LLC/(252) 916-2691	Y	68	68	TBD	TBD	N
8	Walnut Trace, Raleigh, NC	Walnut Trace, LLC/(252) 916-2691	Y	180	180	TBD	TBD	N
9	East Bend Trace, Greenville, NC	East Bend Trace, LLC/(252) 916-2691	Y	72	72	TBD	TBD	N
10	Residences at Railroad Square, Brunswick, MD	Residences at Railroad Square, LLC/(252) 916-2691	Y	45	45	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 853 853 LIHTC as % of Total Units 100%

# List of LIHTC Developments (Schedule A)



Development Name: Old Hundred Trace  
 Name of Applicant: Old Hundred Trace VA LLC

**INSTRUCTIONS:**

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

Principal's Name: Thomas F. Taft, Jr. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Oliver's Trace, Winston-Salem, NC	Oliver's Trace, LLC/(252) 916-2691	Y	88	88	1/15/2021	TBD	N
2	Farrington Trace, Greenville, NC	Farrington Trace, LLC/(252) 916-2691	Y	80	80	TBD	TBD	N
3	Crenshaw Trace, Wake Forest, NC	Crenshaw Trace, LLC/(252) 916-2691	Y	68	68	TBD	TBD	N
4	Walnut Trace, Raleigh, NC	Walnut Trace, LLC/(252) 916-2691	Y	180	180	TBD	TBD	N
5	East Bend Trace, Greenville, NC	East Bend Trace, LLC/(252) 916-2691	Y	72	72	TBD	TBD	N
6	Residences at Railroad Square, Brunswick, MD	Residences at Railroad Square, LLC/(252) 916-2691	Y	45	45	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 533 533 LIHTC as % of Total Units 100%



# List of LIHTC Developments (Schedule A)



Development Name: Old Hundred Trace  
 Name of Applicant: Old Hundred Trace VA LLC

**INSTRUCTIONS:**

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

Principal's Name: Jonathan G. Taft 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	Oliver's Trace, Winston-Salem, NC	Oliver's Trace, LLC/(252) 916-2691	Y	88	88	1/15/2021	TBD	N
2	Farrington Trace, Greenville, NC	Farrington Trace, LLC/(252) 916-2691	Y	80	80	TBD	TBD	N
3	Crenshaw Trace, Wake Forest, NC	Crenshaw Trace, LLC/(252) 916-2691	Y	68	68	TBD	TBD	N
4	Walnut Trace, Raleigh, NC	Walnut Trace, LLC/(252) 916-2691	Y	180	180	TBD	TBD	N
5	East Bend Trace, Greenville, NC	East Bend Trace, LLC/(252) 916-2691	Y	72	72	TBD	TBD	N
6	Residences at Railroad Square, Brunswick, MD	Residences at Railroad Square, LLC/(252) 916-2691	Y	45	45	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 533 533 LIHTC as % of 100% Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Old Hundred Trace  
 Name of Applicant: Old Hundred Trace VA LLC

**INSTRUCTIONS:**

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

Bay Aging

Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <sup>N</sup>

Principal's Name: \_\_\_\_\_

Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/14	9/12/14	N
2 Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/16	12/20/17	N
3 The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/16	2/8/18	N
4 Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/16	8/28/18	N
5 Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/16	7/19/18	N
6 Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/18	8/5/19	N
7 Bermuda Crossing/Chesterfield County, Virginia	Bermuda Crossing VA LLC (704-357-6000)	N	80	80	Credits Returned	Credits Returned	N
8 Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	6/21/19	12/16/19	N
9 Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	9/30/19	TBD	N
10 Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	TBD	TBD	N
11 Daffodil Gardens Phase Two	Daffodil Gardens Phase Two, LLC (804) 758-1260, ext 1300	N	40	40	TBD	TBD	N
12 Holly Pointe	Holley Pointe Limited Partnership (614-396-3200)	N	59	59	TBD	TBD	N
13 Lambert Landing	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
 TOTAL: 708 708 LIHTC as % of Total Units 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

E

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

## OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement"), made and entered into as of the 19th day of November, 2020 ("Effective Date") by and between **OLD HUNDRED TRACE VA LLC**, a Virginia limited liability company (hereinafter called "Buyer"), and **ROSE TRACT, LLC**, a Virginia limited liability company (hereinafter called "Seller");

### WITNESSETH:

That for and in consideration of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Option Money") and other good and valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the mutual promises and conditions expressed below, Seller hereby grants to Buyer the sole and exclusive right to purchase, at the price and subject to the terms, conditions and provisions hereinafter stated that property containing approximately 12.9 acres in Chesterfield County, Virginia as shown on **Exhibit A** attached hereto ("Property").

NOW, THEREFORE, the parties hereto agree each with the other as follows:

1. Term. This Option shall become effective on the Effective Date and shall exist and continue through midnight on the 30th day of October, 2021, at which time it will expire (the foregoing time period and any extended term, if any, shall be deemed the "Option Term").

2. Option Money. The Option Money shall be paid by Buyer to Seller no more than ten (10) days after the Effective Date and shall be credited against the Purchase Price.

Buyer shall apply for a 2021 award of low-income housing tax credits ("Tax Credits") with Virginia Housing Development Authority ("VHDA") for a multifamily apartment complex to be constructed on the Property. No more than ten (10) days after VHDA posts the final rankings for 2021 ("2021 Rankings") which is anticipated to be no later than June 10, 2021, Buyer shall either (i) terminate this Option by July 10, 2021 and the Option Money shall be returned to Buyer or (ii) if the Option is not terminated by July 10, 2021, the Option Money shall become non-refundable and will be credited against the Purchase Price and Buyer shall deliver an additional Fifty Thousand and No/100 Dollars (\$50,000.00) of option money which shall be non-refundable and will be credited against the Purchase Price ("**Additional Option Money**").

3. Exercise of Option. The Option herein granted may be exercised only by the giving of written notice of exercise of the Option to Seller by Buyer prior to the expiration of the Option Term, which notice shall be in accordance with the provisions of Paragraph 13 hereof.

4. Purchase Price. The Purchase Price for the Property shall be \$1,000,000.00.

5. Closing Date. Closing shall be no later than March 31, 2022 or earlier upon no less than five (5) days' notice to Seller. Notwithstanding the foregoing, Buyer may extend the Closing by two (2), sixty (60) day periods by providing Seller written notice of extension and \$10,000.00 for each extension ("Extension Fees") prior to the expiration of the then existing Closing. The Extension Fees shall be non-refundable and not applicable to the Purchase Price.

6. Title. At Closing, Seller shall deliver to Buyer indefeasible and marketable fee simple title to the Property, free and clear of any deeds of trust, liens, security interests, encumbrances or other restrictions other than matters or conditions (i) currently existing of record, (ii) that would be disclosed by a survey or inspection of the Property, (iii) or which are caused by Buyer, its agents, employees or representatives. No later than thirty (30) days after exercise of the Option, Buyer shall conduct its title search and obtain a title insurance commitment. If the title search reveals any objectionable title matters (in Buyer's reasonable discretion), Buyer shall notify Seller, within 10 days thereafter, in writing of any defect or condition related to the title insurance commitment that materially affects the title to the Property or the use of the Property as a multi-family residential development. Seller shall have five (5) days after the receipt of such written notice to notify Seller if it intends to correct said defects or conditions. If Seller is unable or unwilling to correct such defects or conditions within thirty (30) days thereafter, and unless Buyer agrees in writing to purchase the Property with the particular defect or condition uncorrected, Buyer shall have the option to terminate this Agreement and receive a return of the Option Money, if any, regardless of whether the Option has been exercised. If Seller declines to correct such defects or is unable or unwilling to correct such defects within said thirty (30) days period, Buyer shall then have five (5) days in which to notify Seller of the Buyer's election to terminate this Agreement. The failure of the Buyer to give Seller written notice of its election to terminate the Agreement shall constitute a waiver of the condition or defect and shall be deemed an election to purchase the Property with the particular defect or condition uncorrected.

Title shall be conveyed by a general warranty deed in recordable form conveying marketable indefeasible, fee simple (in fact, and insurable so to be) title, free and clear of all liens and encumbrances save and except only matters or conditions permitted pursuant to the foregoing paragraph and exceptions consented to by Buyer as set forth in the foregoing paragraph, and ad valorem taxes for the calendar year of Closing (to be prorated on a calendar year basis as of the Closing Date. Except as consented to by Buyer, Seller shall do nothing which impairs such title to the Property as Seller now owns during the Option Term.

7. Closing Costs. At closing Seller shall pay the cost of the deed preparation, the statutory Grantor's tax, any instruments which may be required to clear the title of any prior liens (if agreed by Seller in writing in accordance with Section 6 above), and any counsel fees for counsel employed or retained by Seller. Buyer shall pay for title examination, title policy, surveys, recording fees, all State and Local Grantee tax, and for any counsel fees Buyer incurs in the transaction. Buyer shall pay the special use permit fees. Rents and ad valorem property taxes shall be prorated on a calendar year basis and the tenant security deposits shall be transferred to Buyer with Buyer being credited with the day of Closing.



8. Subdivision. Seller represents that no subdivision is legally required to convey the Property to Buyer.

9. Inspection. Seller does hereby agree to provide access to Buyer and its engineers and agents to the Property for purposes of undertaking such surveys, inspections or such other tests and analyses as Buyer may deem necessary and appropriate. Seller consents to Buyer applying for any zoning and/or land use permits, applying for a reservation of housing tax credits from the Virginia Housing Development Authority, determining the permits, approvals and licenses necessary for its use of the Property, performing tests and audits at the Property, securing any approvals from the Commonwealth of Virginia and local municipalities that Buyer determines necessary, and conducting a survey of the Property. Seller shall cooperate reasonably with Buyer in any applications it files for zoning and/or land use permits; securing of approvals, licenses and permits; surveying the Property; obtaining title insurance; conducting tests and audits; and inspecting the property, but Seller shall not be required to agree to any proffers, conditions or other obligations that would attach to or be an obligation of the Property or of Seller should Closing not occur, nor shall Seller be required to incur more than incidental costs as part of Buyer's applications and similar approvals. All expenses associated with the inspection of the property and all applications, permitting and similar activities shall be paid for by Buyer. Buyer does hereby agree to indemnify and hold Seller, its members, managers, employees and agents, harmless from any loss or liability that may occur as a result of such inspection activity that may be undertaken by Buyer, its engineers or agents and this obligation shall survive any consummating or termination of this Agreement.

9.1 Buyer agrees that any information obtained by Buyer or Buyer's agents in the conduct of its inspections or other due diligence relating to the Property, from Seller or otherwise, shall be treated as confidential and shall be used only to evaluate the acquisition of the Property from Seller. Buyer agrees not to divulge, and to use best efforts (including, without limitation, informing Buyer's agents of the confidential nature of such information) to cause Buyer's agents not to divulge, the contents of such information.

9.2 In the event of the termination of this Agreement for any reason whatsoever other than a Seller default, Buyer shall deliver to Seller, at no cost to Seller, all documents, work papers, engineering and environmental studies and reports, and all other materials created or ordered by Buyer in connection with the transactions contemplated hereby, such information and documents to be delivered with any warranty or representations of any kind of Buyer.

9.3 Buyer covenants to provide Seller with complete copies of all applications for and documents related to Buyer's subdivision, rezoning, permits, applications or other approvals.

9.4 Seller shall provide Buyer copies of any due diligence items concerning the Property that are in Seller's possession or reasonably obtainable by Seller including, but not limited to, leases, tenant files, title insurance policies, surveys and environmental reports.

10. Condemnation. If prior to Closing all or any portion of the Property is taken by eminent domain, Buyer may at its option close on the Property, or may terminate this Option

Agreement and receive a return of the Option Money. If Buyer elects to close, then Seller shall assign to Buyer the entire proceeds resulting from such taking and Buyer shall be entitled to pursue the claim and retain all it is able to collect for such taking.

11. Closing Documents. At Closing Seller will execute, acknowledge and deliver to Buyer a general warranty deed conveying title as hereinbefore required, an assignment of leases and security deposits, a bill of sale for any personal property transferred, such lien waivers or affidavits as Buyer's title insurer may reasonably require to insure against any possible unfiled and unpaid laborer's or materialmen's liens, together with such other papers and documents as may be reasonably necessary in connection with the completion of the closing.

12. Possession. Possession of the Property shall be delivered to Buyer at the time of Closing.

13. Notices. Any notice or other communications hereunder shall be in writing and shall be deemed to have been given (unless otherwise set forth herein), if delivered in person, delivered by facsimile, delivered by email, deposited with an overnight express agency, fees prepaid, or mailed by United States express, certified or registered mail, postage prepaid, return receipt requested, to the appropriate party at the following addresses:

Seller:

Rose Tract, LLC  
Attention: Michael Barr  
P.O. Box 397  
Midlothian, Virginia 23113  
E-mail: [mbarr3230@aol.com](mailto:mbarr3230@aol.com)

Buyer:

Old Hundred Trace VA LLC  
631 Dickinson Avenue  
Greenville, NC 27834

14. Representations of Seller. Seller represents and warrants to Buyer that, to the best of the knowledge of Seller, the following:

a. There is not now, nor has there ever been located in, on, or about the Property any pollutants, contaminants, gas or petroleum products, or other hazardous or toxic materials, the presence of which is either penalized or prohibited or removal required by any local, state, or federal government instrumentality or by applicable laws, statutes, or regulations except as may be disclosed in any prior environmental reports delivered to Buyer by Seller. The parties acknowledge that Buyer, as a part of its due diligence, may obtain a Phase I Environmental Audit, at the Buyer's sole cost and expense, to determine the environmental condition of the Property. If an environmental condition occurs which adversely affects the Property between the time of the initial Phase I and any Phase I update, then Buyer shall have the right to terminate this Agreement and receive a refund of all Option Money, regardless of whether the Option has been exercised.

b. The Option has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller, and is enforceable in accordance with its terms.

and binding agreement of Seller, and is enforceable in accordance with its terms.

c. There is no action, suit, or proceeding, pending or known to be threatened in writing, against Seller, the Property or which would affect the Property.

d. Seller has not filed a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency or bankruptcy law.

e. Seller has fee simple title to the Property, has the exclusive right of possession of the Property and there are no leases affecting the Property.

f. Seller has not entered into any agreement, oral or written, other than this Agreement and matters of record, with reference to the Property.

g. Seller has not received any written notice from any city, county or other governmental authority of any taking of the Property, or any portion thereof, by eminent domain or similar proceeding, and no such taking or other condemnation of the Property, or any portion thereof, shall be threatened or contemplated by any governmental authority.

h. Seller has no knowledge of any change or proposed change in the route, grade or width of or otherwise affecting, any street or road adjacent to or serving the Property.

15. Entire Agreement. This Agreement and any exhibits hereto and other documents incorporated or referred to herein, ~~contains the entire Agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.~~ All changes, additions or deletions hereto must be in writing and signed by all the parties. Any and all references herein to the Seller or Buyer shall be deemed to include their respective successors, heirs or permitted assigns.

16. Buyer's Representations and Warranties.

a. The persons executing this Agreement on behalf of Buyer are duly authorized to do so and thereby bind Buyer hereto.

b. Buyer has all requisite power and authority to enter into and perform this Agreement and to incur the obligations provided for herein and has taken all action necessary to authorize the execution, delivery and performance of this Agreement.

c. This Agreement is valid, binding and enforceable in accordance with its terms.

17. Brokerage. Buyer and Seller warrant and represent to each other that they have dealt with no brokers or agents in this transaction except Seller is represented by NetWorks Commercial Real Estate whose commission will be paid by Seller pursuant to a separate agreement. If any other commission may be due and owing, the party whose alleged actions form the basis for such claim shall be fully responsible for such claim, without recourse to the other, each party hereby agreeing to save the other harmless from the payment of any such commission.

18. Assignment. At any time prior to Closing, Buyer shall have the right to assign all of its right, title and interest in and to this Agreement to any affiliate or any entity owned and controlled by, controlling, or under common control in whole or in part with Buyer or its principals. Otherwise, Buyer shall not have the right to transfer, convey or assign any or all of its right, title or interest in the Property or in and to this Agreement, without the prior written consent of Seller which may not be unreasonably withheld, conditioned or delayed.

19. Default. Should Buyer default under this Option and if and such default is not cured within ten (10) days of written notice from Seller to Buyer (or such additional period of time as shall be necessary to effect a cure provided Buyer is proceeding in good faith with a cure), there shall be deemed an event of default hereunder by Buyer. For any event of default by Buyer hereunder, Seller shall retain the Option Money as its sole and exclusive remedy.

In the event Seller shall default hereunder, Buyer may either elect to (i) terminate this Option, receive a return of the Option Money or (ii) seek specific performance of Seller's obligation to convey title to the Property to Buyer in accordance herewith. Under no circumstances shall Seller be liable to Buyer for any consequential, special or punitive damages of any kind.

20. Situs. This Agreement shall be governed in all respects by and construed under the laws of the Commonwealth of Virginia.

21. Effective Date. For the purposes of this Option, the "Effective Date" shall be the last date on which this Option is executed by either Buyer or Seller.

22. Time is of the Essence. Time is of the essence of this Agreement.

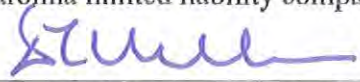
23. Recitals. The recitals are incorporated into this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound, have executed this Agreement as of the day and year first above written.

BUYER:

OLD HUNDRED TRACE VA LLC,  
a Virginia limited liability company  
BY: Old Hundred Trace VA MM LLC,  
a Virginia limited liability company  
BY: Taft-Mills Group, LLC  
a North Carolina limited liability company

By:   
Dustin Mills, Managing Member

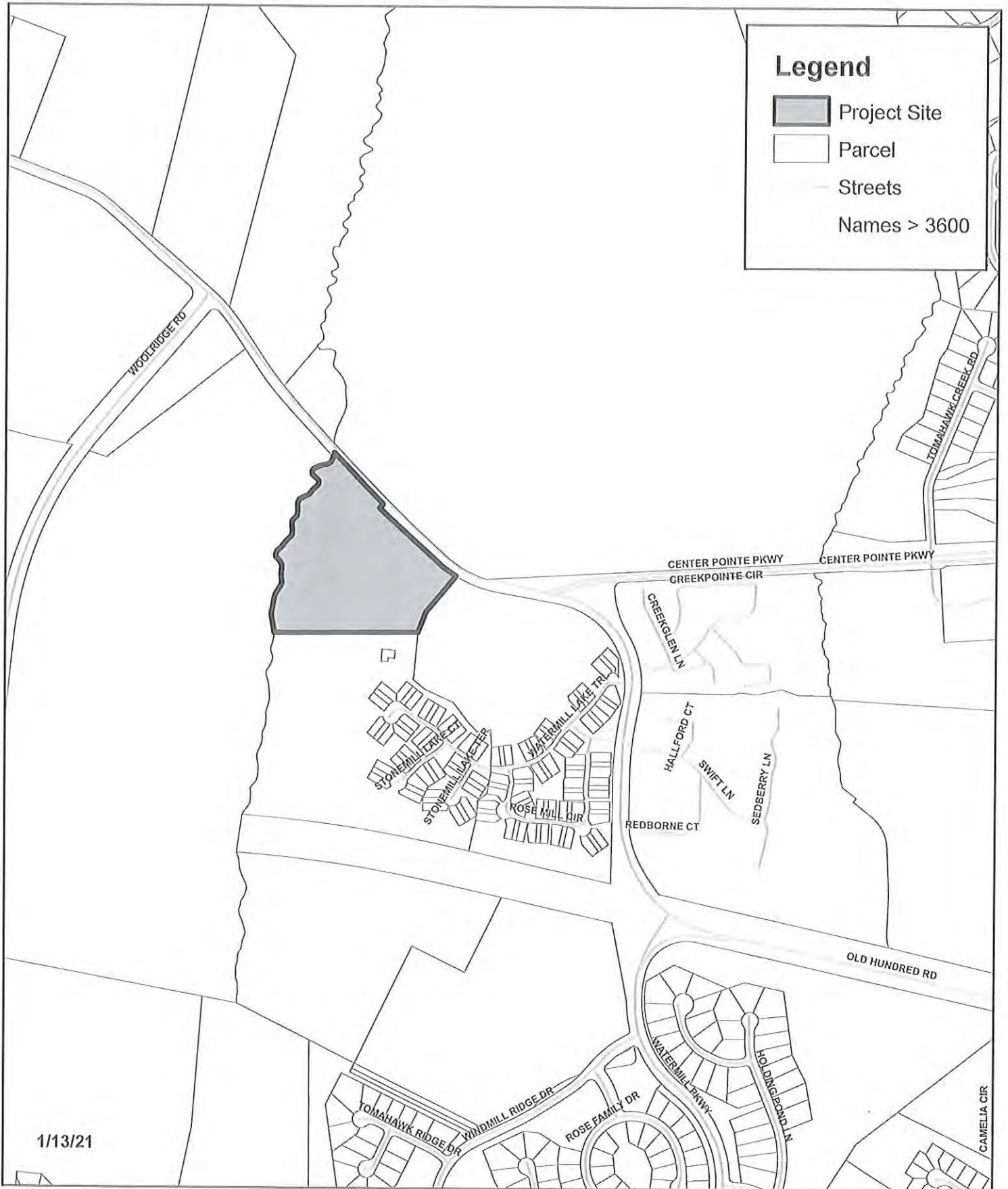
SELLER:

ROSE TRACT, LLC, a Virginia limited liability  
company

BY:   
Michael Barr, Managing Partner

# Old Hundred Trace Apartments

## Exhibit A



This is an ArcGIS map prepared by Chesterfield County Department of Community Enhancement. This information is only for representation purpose.



## 2140 OLD HUNDRED RD

Parcel ID: 720694519300000

Real Estate Account: 318214001

Tax Account: 13255


### Overview

<b>2021 Assessment</b>	<b>Last Sale (03/28/2006)</b>
\$155,700.00	\$150,000.00
<b>Property Info</b>	<b>Owner</b>
Parcel ID: 720694519300000	<b>ROSE TRACT LLC</b>
Real Estate Account: 318214001	14361 SOMMERVILLE CT
Property Class: COMMERCIAL	MIDLOTHIAN, VA 23113
Magisterial District: CLOVERHILL	COMMERCIAL
Subdivision: LAKESIDE COMMONS	
Deeded Acreage: 12.9 acre(s)	
<b>Legal Description</b>	
S/L OLD HUNDRED RD PARCEL C	


### Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
ROSE TRACT LLC	\$150,000.00	03/28/2006	1	7025	410	0	0	0	0
TIMMONS J KENNETH JR ET AL TRS	\$0.00	09/26/2001	0	0	0	258	950	0	0
STONE NAN H TRUSTEE	\$0.00	09/26/2001	0	0	0	258	950	0	0
STONE WILLIAM W ET ALS TRUSTEE	\$0.00	05/30/1997	0	2705	526	0	0	94	33

### Residential Buildings

 No residential buildings available
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### Commercial Buildings

 No commercial buildings available
--

### Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
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Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

## Land

Details	Water	Utilities	Streets
<b>Deeded Acreage:</b> 12.9 acre(s)	<b>County Water:</b> Not Available	<b>Gas:</b> Not Connected	<b>Paved Streets:</b> Available
<b>Flood Plain:</b> 60%	<b>County Sewer:</b> Not Available	<b>Electricity:</b> Not Connected	<b>Storm Drains:</b> Available
<b>Easement:</b> 0%	<b>Well:</b> Not Available		<b>Curbing:</b> Available
	<b>Septic:</b> Not Available		

Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: [utilities@chesterfield.gov](mailto:utilities@chesterfield.gov), or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

## Zoning

O2-CORPORATE OFFICE DIST.
---------------------------

Always contact the Chesterfield County Planning Department (call 804-748-1050, email: [planning@chesterfield.gov](mailto:planning@chesterfield.gov), or write Planning Dept.; P.O. Box 40; Chesterfield, VA 23832) to verify zoning for any parcel of land.

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the Internet is specifically authorized by the Code of Virginia 58.1-3122.2 (as amended).

Please note that these assessment records are not the official assessment records of Chesterfield County. Official records are located in the Office of the Real Estate Assessor. While the Office of the Real Estate Assessor has attempted to ensure that the assessment data contained herein is accurate and reflects the property's characteristics, Chesterfield County makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Also, the subdivision plat information available on this website is not the official subdivision plat. The official subdivision plats are located in the Clerk of Circuit Courts office. Chesterfield County does not assume any liability associated with the use or misuse of this real estate assessment data or subdivision plat information.



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 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.

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

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

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

Signed: Jacob Hauser

Date: Mar 11, 2021

Printed Name: Jacob Hauser

RESNET Rater

Resnet Provider Agency
Southern Energy Management

Signature [Handwritten Signature]

Provider Contact and Phone/Email Daniel Conner | daniel@southern-energy.com | 919-730-8356

# Home Energy Rating Certificate Projected Report

Rating Date: 2021-03-09  
Registry ID:  
Ekotrope ID: YLe1aJBL

## 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)

# 59

## Annual Savings

# \$418

\*Relative to an average U.S. home

## Home:

Midlothian, VA 23113

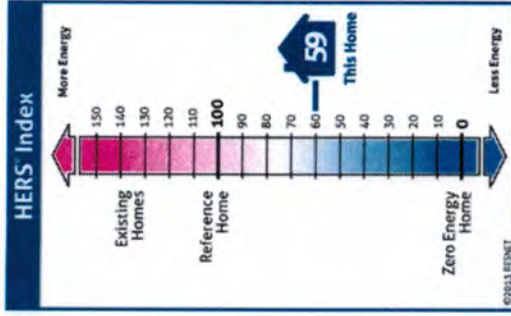
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.3	\$103
Cooling	1.5	\$30
Hot Water	5.6	\$109
Lights/Appliances	12.2	\$238
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>24.7</b>	<b>\$559</b>

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

ENERGY STAR v3  
ENERGY STAR v3.1



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2Br ext ground
Community:	Old Hundred Trace
Conditioned Floor Area:	993 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 • 15 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / sf. Shell Area
Ventilation:	100 CFM • 35 Watts (Default)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-18
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

## Rating Completed by:

**Energy Rater:** Jacob Hauser MES  
RESNET ID: 4496262

**Rating Company:** MES

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330



*Jacob Hauser*

Jacob Hauser MES, Certified Energy Rater  
Date: 3/9/21 at 5:58 PM



Ekotrope RATER - Version: 3.2.3.2627  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Fuel Summary

**Property**

Midlothian, VA 23113  
Model: 2Br ext ground  
Community: Old Hundred Trace

**Organization**

MES  
Jacob Hauser MES

**Inspection Status**

Results are projected

Old Hundred Trace\_2Br ext ground  
Saratoga Place\_2Br ext ground

**Builder**

## Annual Energy Cost

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Electric	\$559
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## Annual End-Use Cost

---

Heating	\$103
Cooling	\$30
Water Heating	\$109
Lights & Appliances	\$238
Onsite Generation	-\$0
Service Charges	\$79
Total	\$559

## Annual End-Use Consumption

---

Heating [Electric kWh]	1,560.3
Cooling [Electric kWh]	451.0
Hot Water [Electric kWh]	1,644.3
Lights & Appliances [Electric kWh]	3,581.5
Total [Electric kWh]	7,237.1
Total Onsite Generation kWh	0.0

## Peak Electric Consumption

---

Peak Winter kW	1.50
Peak Summer kW	1.11

## Utility Rates

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Electricity	Dominion VA 6/20
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# Home Energy Rating Certificate Projected Report

Rating Date: 2021-03-09  
Registry ID:  
Ekotrope ID: x25ZJ00L

## 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)

# 61

## Annual Savings

# \$407

\*Relative to an average U.S. home

## Home:

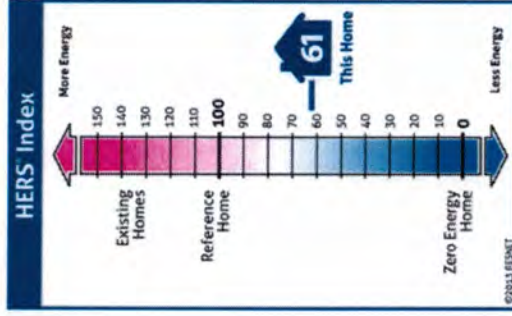
Midlothian, VA 23113

## Builder:

## Your Home's Estimated Energy Use:

Use [MBtu]	Annual Cost
Heating	\$101
Cooling	\$38
Hot Water	\$109
Lights/Appliances	\$238
Service Charges	\$79
Generation (e.g. Solar)	\$0
<b>Total:</b>	<b>\$565</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2Br ext top
Community:	Old Hundred Trace
Conditioned Floor Area:	993 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 • 15 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	100 CFM • 35 Watts (Default)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-18
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

## Rating Completed by:

**Energy Rater:** Jacob Hauser MES  
RESNET ID: 4496262

**Rating Company:** MES

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330



*Jacob Hauser*

Jacob Hauser MES, Certified Energy Rater  
Date: 3/9/21 at 5:58 PM



Ekotrope RATER - Version:3.2.3.2627  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Fuel Summary

## Property

Midlothian, VA 23113  
Model: 2Br ext top  
Community: Old Hundred Trace

## Organization

MES  
Jacob Hauser MES

## Inspection Status

Results are projected

Old Hundred Trace\_2Br ext top  
Saratoga Place\_2Br ext top

## Builder

### Annual Energy Cost

Electric	\$565
----------	-------

### Annual End-Use Cost

Heating	\$101
Cooling	\$38
Water Heating	\$109
Lights & Appliances	\$238
Onsite Generation	-\$0
Service Charges	\$79
Total	\$565

### Annual End-Use Consumption

Heating [Electric kWh]	1,531.5
Cooling [Electric kWh]	567.8
Hot Water [Electric kWh]	1,643.9
Lights & Appliances [Electric kWh]	3,581.5
Total [Electric kWh]	7,324.7
Total Onsite Generation kWh	0.0

### Peak Electric Consumption

Peak Winter kW	1.51
Peak Summer kW	1.15

### Utility Rates

Electricity	Dominion VA 6/20
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# Home Energy Rating Certificate Projected Report

Rating Date: 2021-03-09  
Registry ID:  
Ekotrope ID: ZdmAQ49d

## 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)

# 59

## Annual Savings

# \$480

\*Relative to an average U.S. home

## Home:

Midlothian, VA 23113

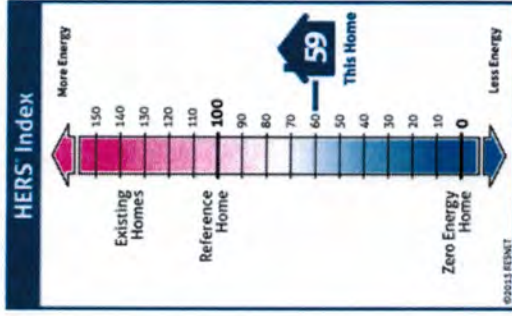
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.3	\$119
Cooling	1.9	\$37
Hot Water	6.9	\$133
Lights/Appliances	14.1	\$272
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>29.2</b>	<b>\$639</b>

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

ENERGY STAR v3  
ENERGY STAR v3.1



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3Br ext ground
Community:	Old Hundred Trace
Conditioned Floor Area:	1,196 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 • 15 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	100 CFM • 35 Watts (Default)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-18
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

## Rating Completed by:

Energy Rater: Jacob Hauser MES  
RESNET ID: 4496262

Rating Company: MES

Rating Provider: Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330



*Jacob Hauser*

Jacob Hauser MES, Certified Energy Rater

Date: 3/9/21 at 5:58 PM



Ekotrope RATER - Version: 3.2.3.2627  
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Fuel Summary

**Property**

Midlothian, VA 23113  
Model: 3Br ext ground  
Community: Old Hundred Trace

**Organization**

MES  
Jacob Hauser MES

**Inspection Status**

Results are projected

Old Hundred Trace\_3Br ext ground  
Saratoga Place\_3Br ext ground

**Builder**

## Annual Energy Cost

---

Electric	\$639
----------	-------

## Annual End-Use Cost

---

Heating	\$119
Cooling	\$37
Water Heating	\$133
Lights & Appliances	\$272
Onsite Generation	-\$0
Service Charges	\$79
Total	\$639

## Annual End-Use Consumption

---

Heating [Electric kWh]	1,851.4
Cooling [Electric kWh]	554.3
Hot Water [Electric kWh]	2,018.3
Lights & Appliances [Electric kWh]	4,120.0
Total [Electric kWh]	8,544.0
Total Onsite Generation kWh	0.0

## Peak Electric Consumption

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Peak Winter kW	1.79
Peak Summer kW	1.32

## Utility Rates

---

Electricity	Dominion VA 6/20
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# Home Energy Rating Certificate Projected Report

Rating Date: 2021-03-09  
Registry ID:  
Ekotrope ID: 6LAEkQVL

## 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

# \$464

\*Relative to an average U.S. home

## Home:

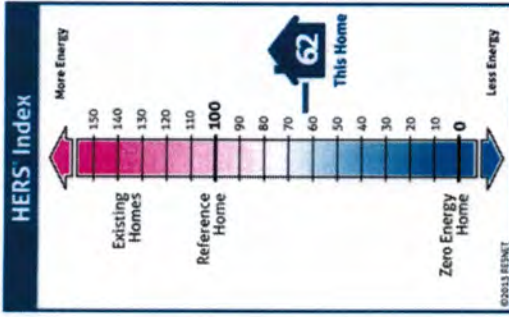
Midlothian, VA 23113

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.4	\$121
Cooling	2.4	\$47
Hot Water	6.9	\$133
Lights/Appliances	14.1	\$272
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>29.8</b>	<b>\$651</b>

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3Br ext top
Community:	Old Hundred Trace
Conditioned Floor Area:	1,196 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 • 15 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	100 CFM • 35 Watts (Default)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-18
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

## Rating Completed by:

**Energy Rater:** Jacob Hauser MES  
RESNET ID: 4496262

**Rating Company:** MES

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

*Jacob Hauser*

Jacob Hauser MES, Certified Energy Rater  
Date: 3/9/21 at 5:58 PM



# Fuel Summary

## Property

Midlothian, VA 23113  
Model: 3Br ext top  
Community: Old Hundred Trace

## Organization

MES  
Jacob Hauser MES

## Inspection Status

Results are projected

Old Hundred Trace\_3Br ext top  
Saratoga Place\_3Br ext top

## Builder

### Annual Energy Cost

---

Electric	\$651
----------	-------

### Annual End-Use Cost

---

Heating	\$121
Cooling	\$47
Water Heating	\$133
Lights & Appliances	\$272
Onsite Generation	-\$0
Service Charges	\$79
Total	\$651

### Annual End-Use Consumption

---

Heating [Electric kWh]	1,885.1
Cooling [Electric kWh]	709.4
Hot Water [Electric kWh]	2,018.0
Lights & Appliances [Electric kWh]	4,120.0
Total [Electric kWh]	8,732.5
Total Onsite Generation kWh	0.0

### Peak Electric Consumption

---

Peak Winter kW	1.84
Peak Summer kW	1.37

### Utility Rates

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Electricity	Dominion VA 6/20
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G

Zoning Certification Letter  
(MANDATORY)



March 15, 2021

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

RE: ZONING CERTIFICATION

Name of Development: Old Hundred Trace

Name of Owner/Applicant: Old Hundred Trace VA LLC

Name of Seller/Current Owner: Rose Tract, LLC

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

**DEVELOPMENT DESCRIPTION:**

Development Address:  
2140 Old Hundred Rd Midlothian, VA 23112

Legal Description:  
Parcel 720-694-5193

**Proposed Improvements:**

New Construction:	54	# Units	1	# Buildings	73157	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.

Current Zoning: O-2 CUPD allowing a density of 10 units per acre, and the following other applicable conditions: see zoning case 88S008 and 95SN0307



Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- ✓ The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.

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

Signature: 

Printed Name: F. Cameron Palmore, PE, LS

Director of Housing and Education  
Title of Local Official or Civil Engineer

804-200-1929

Phone:

March 15, 2021

Date:

NOTES TO LOCALITY:

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

~~August 15, 1995 CPC~~  
September 27, 1995 BS

REQUEST ANALYSIS  
AND  
RECOMMENDATION

95SN0307

S. Brodrick Peters, Jr.

Clover Hill and Matoaca Magisterial Districts  
North and south lines of Genito Road

REQUEST: Various amendments to Conditional Use Planned Development (Case 88S008). (See the following for details of the requested amendments)

PROPOSED LAND USE:

The request property is part of the original Greenspring I mixed use development which included the request property (809.5 acres) and adjacent property to the west (503.2 acres). The applicant wishes to proceed with developing the request property independent of adjacent portions of the original Greenspring I project and modify specific requirements of the original Greenspring I rezoning. These modifications would apply to the subject 809.5 acres only. Specifically, the following amendments are requested for the request property only:

PLANNING COMMISSION RECOMMENDATION

RECOMMEND APPROVAL SUBJECT TO THE CONDITIONS AND ACCEPTANCE OF THE PROFFERED CONDITIONS ON PAGES 2 THROUGH 9.

AMENDMENT I (APPLICANT'S AMENDMENTS 1., 2., 3., 4., 11., AND 12.)

The applicant requests amendment to Condition 1 of Case 88S008 to modify the approved Textual Statement to reflect the requested amendments outlined herein and substitute a new Conceptual Master Plan for the approved Conceptual Master Plan. The requirement to conform to the Conceptual Site Development Plan (see attached) would be deleted. This amendment would allow the request property to be developed as a separate project from that portion of the remaining acreage originally zoned and not included in this request.

With respect to land uses, the amended Master Plan accommodates expansion of an existing office/commercial, Tract C, from 133.1 acres to 257.6 acres; deletes a golf course; and creates an additional commercial tract (Tract G) consisting of approximately 6.1 acres.

The requirement that the "Tomahawk" and the "Ellett Hancock" structures be restored would be deleted.

Other amendments would allow: a freestanding restaurant in Tract F; commercial uses as accessory to permitted recreational and retirement community uses in Tracts A, D, E, and F; and Convenience Business (C-1) uses, in addition to residential uses, in Tract G. These amendments are discussed in the land use section of this "Request Analysis."

#### STAFF RECOMMENDATION

Recommend approval for the following reasons:

- A. The proposed amendments conform to the Upper Swift Creek Plan.
- B. The proposed additional commercial uses within the development will provide neighborhood services to future residents.
- C. Conditions of zoning approval for Case 88S008 plus the conditions stated herein insure land use compatibility and transition between uses developed on the request property and between uses developed on the request property and existing and anticipated area development.
- D. The Tomahawk structure has been destroyed by fire. The Ellett Hancock structure has deteriorated. The Preservation Committee has determined that the Ellett Hancock structure cannot be feasibly restored.

(NOTE: CONDITIONS MAY BE IMPOSED OR THE PROPERTY OWNER(S) MAY PROFFER CONDITIONS. THE CONDITIONS NOTED WITH "STAFF/CPC" WERE AGREED UPON BY BOTH STAFF AND THE COMMISSION. CONDITIONS WITH ONLY A "STAFF" ARE RECOMMENDED SOLELY BY STAFF. CONDITIONS WITH ONLY A "CPC" ARE ADDITIONAL CONDITIONS RECOMMENDED BY THE PLANNING COMMISSION.)

#### CONDITIONS

- (STAFF/CPC)
- 1. The Textual Statement, titled Greenspring: Conditional Use and Zoning Application, revised April 1, 1988, including the "Residential Site Development Criteria" table, Exhibit IV and the conditions of zoning for Case 88S008 and the Conceptual Master Plan, prepared by J. K. Timmons and Associates, dated June 15, 1995, and revised July 18, 1995, to add a forty-five (45) foot right of way for Old Hundred



Road, shall be the Master Plan for the subject property, except as stated herein. And further, provided that the subject property shall be permitted to be considered as a separate project from the remaining portion of that land area covered under Case 88S008. (P)

(NOTE: This condition supersedes Condition 1 of Case 88S008 for the request property only.)

(STAFF/CPC) 2. All references and requirements relating to golf in the Textual Statement and conditions of zoning for Case 88S008 shall be deleted. (P)

(STAFF/CPC) 3. The requirement to restore the Tomahawk and Ellett Hancock structures shall be deleted. (P)

(STAFF/CPC) 4. All references and requirements relating to the plan entitled "Conceptual Site Development Plan - Greenspring - Chesterfield County, Virginia" in the Textual Statement and conditions of zoning for Case 88S008 shall be deleted.

(STAFF/CPC) 5. Condition 21 of Case 88S008 shall be deleted. Further, paragraph 5 on Page 16 of the Textual Statement shall be amended to allow a freestanding restaurant in Tract F and to allow those commercial uses specified only as accessory to recreational and retirement uses in Tracts A, D, E and F.

(STAFF/CPC) 6. Amend the Textual Statement of Case 88S008 to add Tract G. Uses permitted in Tract G shall be those permitted by right or with restrictions in the C-1 District and development shall conform to the requirements of C-1 Districts in Emerging Growth District Areas.

Further, residential uses shall be permitted as outlined for Tracts A, D, E and F and such uses shall comply with the requirements of those uses in such Tracts.

#### AMENDMENT II (APPLICANT'S AMENDMENT 9)

Amendment to Condition 14 of Case 88S008 to clarify the manner in which the on-site water line distribution system will be looped with future area water line extensions. This amendment is discussed in the Utilities section of this "Request Analysis".



STAFF RECOMMENDATION

Recommend approval for the following reason:

The requested modification will clarify the manner in which the on-site water line is looped with future area water line extensions.

CONDITION

(STAFF/CPC)            7.        The on-site water distribution system shall be designed to allow a loop connection with future development north and/or northeast of the subject property. (U)

(NOTE: This condition supersedes Condition 14 of Case 88S008 for the request property only.)

AMENDMENT III (APPLICANT'S AMENDMENT 10)

Deletion of Conditions 7,9,11 and 20 of Case 88S008 relative to the design of a lake (Condition 7); submission of an overall erosion and sediment control plan (Condition 9); submission of soil studies prior to construction (Condition 11); and measures designed to protect the water quality of Swift Creek Reservoir (Condition 20). These amendments are discussed in the Environmental section of this "Request Analysis."

STAFF RECOMMENDATION

Recommend approval for the following reasons:

- A.        Regulations relative to the design of man-made lakes are currently being reviewed by the County and once approved, will guide the design of any such features in the development. Therefore, deletion of Condition 7 of Case 88S008 is acceptable.
- B.        Erosion and Sediment Control plans must be submitted in accordance with County requirements. Therefore, deletion of Condition 9 of Case 88S008 is acceptable.
- C.        Current County regulations require submission of soils analysis prior to construction on the request property. Therefore, deletion of Condition 11 of Case 88S008 is acceptable.
- D.        Since approval of the original zoning, regulations regarding the protection of the water quality of Swift Creek Reservoir have been adopted. Current State and County regulations address water quality issues and insure protection of Swift Creek Reservoir. Therefore, deletion of Condition 20 of Case 88S008 is acceptable.

Further, the applicant has agreed to conform to more strict regulations regarding phosphorus loading.

CONDITION

- (STAFF/CPC) 8. The requirements of Conditions 7, 9, 11 and 20 of Case 88S008 shall be deleted. (EE)

PROFFERED CONDITIONS

- (STAFF/CPC) 2. With the exception of timbering which has been approved by the Virginia State Department of Forestry for the purpose of removing dead or diseased trees, there shall be no timbering until a land disturbance permit has been obtained from the Environmental Engineering Department and the approved devices have been installed.
- (STAFF/CPC) 3. Within Tracts A, D, E and F, stormwater runoff shall be controlled such that the post-development total phosphorus load shall not exceed 0.22 pound per acre per year.
- (STAFF/CPC) 4. Within Tract C, stormwater runoff shall be controlled such that the post-development total phosphorus load shall not exceed 0.35 pound per acre per year. Provided, however, that if the Zoning Ordinance is amended subsequent to the approval of this application to require a lesser or greater phosphorus load control for those areas identified in the Plan for Chesterfield for uses other than 2.2 dwelling units per acre. Stormwater runoff in Tract C shall be controlled in accordance with the phosphorus load designated in the amended Ordinance.
- (STAFF) 5. Prior to removing any dead or diseased trees, an erosion control plan shall be submitted to, and approved by, Environmental Engineering and the approved plan shall be implemented. Upon approval of the plan by Environmental Engineering, it shall be filed with the Virginia State Department of Forestry.

AMENDMENT IV (APPLICANT'S AMENDMENTS 5 AND 7)

Amendment to sections of the approved Textual Statement for Case 88S008 relative to access and road improvements is requested. Specifically, the following amendments are requested: (1) delete the requirement to dedicate right of way for Otterdale Road which is entirely located on that portion of the original Greenspring property not included in this

request and delete the requirement to dedicate right of way for that portion of Powhite Parkway Extended not located within the limits of the request property; (2) and delete the requirement to construct improvements for Powhite Parkway Extended at such time that construction of Powhite Parkway Extended is initiated on adjacent property to the west which is not a part of the original Greenspring development. These amendments are discussed in the Transportation section of this "Request Analysis."

STAFF RECOMMENDATION

Recommend approval for the following reasons:

- A. The off-site dedications will be the responsibility of the owner/developer of that portion of Greenspring I not included in this request.
- B. The requirements to construct improvements for Powhite Parkway Extended will remain in effect for that portion of the property not included in this request.

CONDITIONS

- (STAFF/CPC) 9. The requirements to dedicate right of way along Otterdale Road and that portion of Powhite Parkway Extended which are not within the limits of the subject property shall be deleted.
- (STAFF/CPC) 10. The requirement of Condition 22 in the Textual Statement of Case 88S008 to construct the improvements outlined in Condition 20 (A) of the Textual Statement of Case 88S008 at the initiation of construction of Powhite Parkway Extended through Parcel 8 on Tax Map 35 (1) shall be deleted.

AMENDMENT V (AMENDED) (APPLICANT'S AMENDMENT 6)

Amendment to allow initial access for development in Tract F via Genito Road versus the requirement that all development have initial access via Powhite Parkway Extended/Old Hundred Road, and amendment to allow only forty-five (45) feet of right of way to be dedicated by the applicant for Old Hundred Road Extended versus up to a maximum of ninety (90) feet, is requested.

STAFF RECOMMENDATION

Recommend approval subject to the following conditions for the following reasons:

- A. Limited development in Tract F with access via Genito Road will not severely impact the road network.

- B. Forty-five (45) feet of right of way does not meet VDOT requirements for minimum right of way width for Old Hundred Road Extended.

CONDITIONS

- (STAFF/CPC) 11. A fifty (50) foot wide right of way along the northern part of the subject property for Old Hundred Road Extended shall be dedicated, free and unrestricted, to and for the benefit of Chesterfield County. The exact location of this right of way shall be approved by the Transportation Department. (T)
- (STAFF/CPC) 12. Initial access for the subject property shall be via Powhite Parkway Extended/Old Hundred Road with the exception of access to Tract F.

AMENDMENT VI

Deletion of Condition 30 of Case 88S008 requiring the dedication of sixty-five (65) acres and the reservation for purchase of thirty-five (35) acres for public use is requested. The applicant has agreed to dedicate a minimum of twenty (20) acres for use by the Chesterfield County School Board and to contribute towards the cost of infrastructure improvements for schools. In addition, the applicant has agreed to reserve, for purchase, additional land for public use. This amendment is discussed in the Financial Impact on Capital Facilities; Schools; and Parks and Recreation sections of this "Request Analysis."

STAFF RECOMMENDATION

Recommend approval for the following reason:

The applicant has addressed the impacts this development will have on schools and parks/recreation, as discussed herein.

CONDITION

- (STAFF/CPC) 13. The requirement to dedicate sixty-five (65) acres and reserve thirty-five (35) acres for purchase for use by Chesterfield County Schools contained in Condition 30 of the Textual Statement of Case 88S008 shall be deleted.

PROFFERED CONDITION

- (STAFF/CPC) 1. A. Prior to any final tentative subdivision or site plan approval, a minimum of twenty (20) acres shall be dedicated to and for

Chesterfield County, free and unrestricted, for public use. The exact location of this acreage shall be approved by Chesterfield County prior to any tentative subdivision or site plan approval.

- B. For the first 1,000 lots/units, the Applicant, subdivider or assignee(s) shall pay the following to the County of Chesterfield, at the time of building permit application, for infrastructure improvements for school facilities within the service district for the subject property:
  - 1. One Hundred Seventy-One Dollars (\$171.00) per lot/unit if paid on or before June 30, 1996; or
  - 2. The amount approved by the County Board of Supervisors not to exceed \$171.00 per lot/unit adjusted upward by any increase in the Marshall and Swift Building Cost Index between July 1, 1995 and July of the fiscal year in which the payment is made if paid after June 30, 1996.
- C. Prior to any final tentative subdivision or site plan approval, a minimum amount of acreage sufficient to allow the construction of at least two (2) playing fields at customary and usual expense shall be reserved for purchase by Chesterfield County for public use. The exact amount, location and configuration of this acreage shall be approved by Chesterfield County prior to any such reservation; provided however, that such acreage shall be contiguous to the twenty (20) acres to be dedicated to the County of Chesterfield in paragraph (A) above.

(NOTES:

- A. Approval of this request will allow the request property to be developed as a separate project from that portion of the original Greenspring development not included in this application.
- B. Except as modified herein, conditions of zoning approval for Case 88S008 remain in effect for development on the request property.

- C. Original conditions of Case 88S008 remain in effect for development on that portion of the original Greenspring property not included in this request.)

#### GENERAL INFORMATION

##### Location:

North and south lines of Genito Road, east line of Woolridge Road, and north and south lines of Old Hundred Road. Tax Map 36-9 (1) Parcel 1; Tax Map 46 (1) Parcels 24 and 76; and Tax Map 47-5 (1) Parcels 2, 3, and 5 (Sheets 12 and 13).

##### Existing Zoning:

R-9 and O-2 with Conditional Use Planned Development.

##### Size:

809.5 acres

##### Existing Land Use:

Vacant

##### Adjacent Zoning & Land Use:

North - A; Vacant

South - A, and A with Conditional Use; Single-family residential, two-family dwelling, private recreation and Swift Creek Reservoir

East - A, and R-7 with Conditional Use Planned Development; Single family residential, Swift Creek Reservoir or vacant

West - A, and R-9 and O-2 with Conditional Use Planned Development; Swift Creek Reservoir or vacant (remaining portion of Greenspring I development)

#### PUBLIC FACILITIES

##### Utilities:

##### Public Water System

The request site is served by a sixteen (16) inch water main located along Genito Road. A twelve (12) inch water main is located at the intersection of Old Hundred Road and Brandermill Parkway, approximately 2,000 feet east of the site. The use of the public water

system is required as a condition of the original Greenspring zoning (Case 88S008, Condition 13). Condition 14 of Case 88S008 required that the design of the on-site water distribution system allow for a loop connection to the Queensmill West development. Specifically, Condition 14 states:

14. The on-site water distribution system shall be designed to allow a loop connecting northeastward to the lines into Queensmill West. (U)

The current request seeks to amend Condition 14 of Case 88S008 to clarify the method in which a loop connection to future development north and/or northeast of the request property will be made. Therefore, approval of the requested amendment is acceptable. (Amendment II, Condition 7)

The results of a computer-simulated flow test indicate that with the extension of properly sized water lines, and a loop between the sixteen (16) inch line on Genito Road and the twelve (12) inch line at Brandermill Parkway, sufficient flow and pressure should be available to meet the domestic and fire protection demands of the proposed development. Fire flow requirements are established and coordinated through Fire Administration.

#### Public Wastewater System

The request site is served by a sixty (60) inch wastewater trunk located along Genito Road and the lower end of Tomahawk Creek. The use of the public wastewater system, and the extension of appropriately sized trunks along Tomahawk and Swift Creeks is required as conditions of the original Greenspring zoning. (Case 88S008, Conditions 13 and 15)

The results of a computer-simulated hydraulic analysis indicate that sufficient capacity will be available to support the proposed development.

#### Environmental:

##### Drainage and Erosion

Property drains into Swift Creek Reservoir. No existing or anticipated on- or off-site drainage or erosion problems.

Condition 7 of Case 88S008 states:

7. Unless otherwise required by a state or Federal permitting agency, the minimum depth of the lake shall not be less than three (3) feet within ten (10) feet of the shoreline. Unless the lake is to be operated by the golf course, a maintenance and operations manual shall be provided to the future owners

prior to, or in conjunction with, recordation of any areas draining to the lakes. (EE)

The County is currently reviewing design criteria for man-made lakes. Depending on the results of this review, the design criteria limitations outlined in Condition 7 of Case 88S008 may no longer be appropriate. (Amendment III, Condition 8)

Condition 9 of Case 88S008 states:

9. An overall project-wide erosion and sediment control plan which includes provisions for the construction of the golf course shall be submitted, approved, and implemented prior to any vegetative disturbance within the impacted drainage area. (EE)

Erosion and sediment control plans must be submitted in accordance with County requirements. Therefore, deletion of Condition 9 of Case 88S008 is acceptable. (Amendment III, Condition 8)

#### Soils

Condition 11 of Case 88S008 states:

11. Prior to schematic plan review for other than the golf course, a general soils study shall be provided for review by the Engineering Department with respect to the general area being subdivided or developed. Prior to issuance of a building permit, a detailed soils report shall be submitted for each parcel of land deemed necessary by the Engineering Department and the developer. (EE)

Since approval of Case 88S008, the County has begun requiring a soils analysis prior to construction on any portion of the request property to address the problems of shrink/swell soils. Given the County's current requirements, deletion of Condition 11 of Case 88S008 is acceptable. (Amendment III, Condition 8)

#### Water Quality

Condition 20 of Case 88S008 states:

20. One-hundred (100) feet of buffer strip shall be provided horizontally above the 178.00 foot contour line immediately adjacent to Swift Creek Reservoir. Twenty-five (25) feet of open space shall be provided along the edge of water of Swift Creek, Tomahawk Creek, and Little Tomahawk Creek. Fifty (50) feet of open space shall be provided along the edge of any proposed lake



unless otherwise permitted by the Planning Commission upon request of the applicants. In addition to uses permitted within open space by definition, the following uses may be permitted subject to approval by the Planning Department: recreational uses, recreational structures, grading, clearing, docks, rip-rap along shore, water impoundments, drainage structures, bulkheads, jetties and marinas. Further, no habitable structure shall be placed below the 180.00 foot contour line immediately adjacent to Swift Creek Reservoir or within County easements. (P)

(Note: This condition supersedes Section 4.A. (7) of the Textual Statement.)

Since approval of Case 88S008, State and County regulations have been adopted to address water quality issues and to insure the protection of Swift Creek Reservoir. Specifically, development on the request property will be subject to the requirements of the Upper Swift Creek and Chesapeake Bay Ordinances except as further restricted by Proffered Conditions 2, 3, 4 and 5. Depending upon the locations of any wetlands and/or the 100 year floodplain, development will also be subject to Resource Protection Area requirements. Given these considerations, plus deletion of the golf course, deletion of Condition 20 of Case 88S008 is acceptable. (Amendment III, Condition 8 and Proffered Conditions 2, 3, 4 and 5)

Fire Service:

Midlothian Fire Station, Company # 5. County water flows and fire hydrants must be provided in compliance with nationally recognized standards (i.e. National Fire Protection Association and Insurance Services Office). Multiple access points for emergency vehicles must be provided with each phase of development in order to meet current Ordinance requirements. At the time of schematic or tentative subdivision review, specific recommendations to address these concerns will be made.

Fiscal Impact on Capital Facilities:

The proposed zoning amendment (Amendment VI) will not result in any additional dwelling units over the units currently permitted on this portion of the original planned residential community of Greenspring.

Under the original Greenspring zoning, dedication of sixty-five (65) acres and reservation for purchase of an additional thirty-five (35) acres was proffered for use by County Schools. Typically, Parks and Recreation locate facilities at County school sites; therefore, some of this acreage would be devoted to recreational use. Specifically, Condition 30 of Case 88S008 states:

30. A minimum of sixty-five (65) acres shall be dedicated within two (2) years to Chesterfield County, free of title defects, either within or adjacent to the

site, and a minimum of thirty-five (35) acres shall be reserved for purchase by Chesterfield County within five (5) years, either within or adjacent to the site, for use of such acreage as Chesterfield County Schools. (P&S)

Under the proposed amendment, the applicant has reduced this proffer proportionately to reflect the percentage that this subject request represents of the original Greensprings zoning.

The applicant's current proffer is to dedicate twenty (20) acres for use by County Schools and to pay the balance of the pro-rated amount, in cash, on a per lot basis (Amendment VI, Condition 13 and Proffered Condition 1). County School staff have indicated that this proffer will address their needs.

With respect to Parks and Recreation, the applicant has agreed to reserve for purchase acreage sufficient to allow for construction of at least two (2) athletic fields (Amendment VI, Condition 13 and Proffered Condition 1). This acreage is to be adjacent to the twenty (20) acre school site. Parks and Recreation has indicated that this proffer will address their immediate needs in this area.

Schools:

Approximately 834 school age children will be generated by this development. The site lies in the Watkins Elementary School attendance zone: program capacity - 879, September 1995 projected enrollment - 711; Midlothian Middle School zone: program capacity - 1,350, projected September 1995 enrollment - 1,224; and Midlothian High School zone: program capacity - 1,750, projected September 1995 enrollment - 1,173.

The School Administration is currently reviewing and revising the program capacities for all County schools. Program capacity is affected by the number of special programs in each school which require a different use of space, and the current program capacity may change.

Watkins Elementary and Midlothian High were relieved recently by the opening of Weaver Elementary School and James River High School in September 1995. This development, however, will still have an impact on area schools, particularly at the middle school level. Rapid growth is continuing in this area with other approved or planned subdivisions and continued building in existing subdivisions. Due to significantly higher growth problems and priorities in the central and eastern parts of the County and limited available resources for new facilities County-wide, no additional school facilities are currently targeted for the funding planned to serve this area through the year 2000.

The applicant has proffered to participate in the cost of providing for area school needs. (Amendment VI, Condition 13 and Proffered Condition 1)

Transportation:

In 1988, the Board of Supervisors approved a Conditional Use Planned Development (CASE #88S008, "Original Greenspring") on 1,312.7 acres for a mixed use development that included retail, office, and residential land uses. The Board accepted several transportation conditions addressing maximum density, right-of-way dedications, access control and construction of mitigating road improvements. Conditions of zoning approval for Case 88S008 restricted the maximum density of the Original Greenspring Development to 2,303 residential units, 193,000 square feet of retail, 1,250,000 square feet of office and a 300-room inn/conference center, or equivalent densities based on traffic generation. Original Greenspring was anticipated to generate approximately 43,360 average daily trips.

The applicant is seeking amendments to the Original Greenspring Conditional Use Planned Development to develop the subject 809.5 acres independently of the Original Greenspring project. The applicant will provide some of the road improvements required in the original Greenspring zoning. That property which is not included in this request, but which was zoned as a part of the Original Greenspring project, will continue to be subject to the original zoning conditions (Amendment I, Condition 1). Specifically, all requirements on Original Greenspring will remain in force and will be the responsibility of the owners of the remaining property which was originally zoned, but which is not included in this request.

The applicant has indicated the intent to develop approximately 1,350 residential units, 152,000 square feet of office/warehouse, and 50,000 square feet of retail on the 809.5 acres included in this request. If the applicant's request is approved, the permissible density for the property not included in this request will be reduced by an amount equivalent to the density requested by this applicant.

The proposed development on the 809.5 acres could generate 13,560 average daily trips. These vehicles will be distributed along Powhite Parkway Extended, Old Hundred Road and Otterdale Road which had 1994 traffic counts of 10,270, 3,127 and 687 vehicles per day, respectively, and Genito Road and Woolridge Road which had 1995 traffic counts of 9,085 and 6,977 vehicles per day, respectively.

Existing conditions of zoning for Case 88S008 require right-of-way dedications for Genito Road, Otterdale Road, Powhite Parkway Extended and Old Hundred Road prior to the issuance of any building permits. Otterdale Road and part of the Powhite Parkway Extended are not within the boundaries of the subject property. One of the applicant's requested amendments would relieve this applicant from the requirement to dedicate "off-site" right-of-way on Otterdale Road and part of the Powhite Parkway Extended (Amendment IV, Condition 9). Right-of-way dedications for Genito Road, Old Hundred Road and the part

of Powhite Parkway which lies within the boundaries of the subject property will still be provided. The "off-site" right-of-way dedications along Otterdale Road and the remaining part of Powhite Parkway Extended will remain a requirement for the remaining Greenspring property not included as a part of this request.

Old Hundred Road Extended is identified on the Thoroughfare Plan as a ninety (90) foot wide right of way extending along the northern boundary of the subject property. The Textual Statement and Master Plan for the subject property proposes dedication of forty-five (45) feet of right-of-way for Old Hundred Road Extended. The applicant's plan suggests that the remaining forty-five (45) feet of right-of-way would be provided by the adjacent property owner to the north. In order to construct a public road, a minimum of fifty (50) feet of right-of-way width is required. The applicant should be required to dedicate this minimum width. (Amendment V, Condition 11)

A condition of existing zoning requires that initial access be provided via Powhite Parkway Extended/Old Hundred Road. Genito Road, Otterdale Road, and other roads bordering Greenspring are inadequate to accommodate significant volumes of additional traffic. The applicant has requested an amendment to this condition which allows initial access to Genito Road for development in Tract F. Development in Tract F with access via Genito Road will not severely impact the road network (Amendment V, Condition 12).

The applicant has also requested an amendment relating to construction of Powhite Parkway Extended (Amendment IV, Condition 10). Existing conditions of zoning require construction of two (2) additional lanes of the Powhite Parkway Extended from the Brandermill Parkway/Powhite Parkway intersection to the "Collector Loop Road" shown on the Master Plan and four (4) lanes of Powhite Parkway Extended through the entire property which was originally zoned. The condition requires that these lanes be provided when construction of the Powhite Parkway Extended is initiated on the adjacent property to the west (Parcel 8 on Tax Map 35 (1)) regardless of any development activity on the subject property. The applicant is seeking relief from the requirement to provide the lanes when construction is initiated on this adjacent property (Amendment IV, Condition 10). Staff supports this amendment. The approval of this amendment will mean that the Powhite Parkway Extended improvements, including the improvements across the subject property, will be the responsibility of the owners of the remaining property originally zoned and not included in this request.

The required road improvements on the existing zoning include: 1) construction of four (4) lanes of Powhite Parkway Extended; 2) construction of four (4) lanes of Woolridge Road Extended and Collector Loop Road, if necessary; 3) ditch and shoulder improvements along Otterdale Road and Genito Road; 4) if required, construction of left and right turn lanes along Otterdale Road, Genito Road, and Powhite Parkway Extended at each approved access; 5) if warranted, full cost of traffic signalization at each access onto Otterdale Road, Genito Road, Powhite Parkway Extended and all internal roads; and 6) construction of two

(2) lanes of Powhite Parkway Extended and two (2) lanes of Woolridge Road Extended across the adjacent property (Parcel 8 on Tax Map 35(1)). A phasing plan for these required road improvements may be submitted to the Transportation Department for approval. The applicant has indicated an intent to submit a phasing plan which would reduce the required improvements as follows for development of the subject property: 1) from four (4) lanes to two (2) lanes for Woolridge Road Extended with adequate turn lanes from Genito Road north to its intersection with the Collector Loop Road; and 2) from four (4) lanes to two (2) lanes of Collector Loop Road with adequate turn lanes from Woolridge Road Extended to Powhite Parkway Extended/Old Hundred Road. Staff will require the developer to provide left and right turn lanes along Genito Road at the Woolridge Road/Woolridge Road Extended intersection and along Powhite Parkway Extended/Old Hundred Road at its intersection with the Collector Loop Road with development of the subject property. Due to its vertical alignment east of the Woolridge Road Extended intersection, sight distance along Genito Road is limited. Genito Road will need to be reconstructed to obtain adequate sight distance. In order to construct Woolridge Road Extended and provide adequate sight distance and turn lanes along Genito Road, "off site" right-of-way will be needed. The developer will be responsible for providing adequate sight distance, turn lanes, right-of-way, shoulder and ditch improvements along Genito Road, and traffic signalization, if warranted, at the Woolridge Road/Woolridge Road Extended/Genito Road intersection and at the Powhite Parkway Extended/Old Hundred Road/Collector Loop Road intersection.

All road improvements required by the original conditions of zoning which are not provided by the applicant will be the responsibility of the owners of the remaining land which was originally zoned and not included in this request.

At time of site plan or tentative subdivision approval, specific recommendations will be provided regarding road alignments, internal circulation, access, and mitigating road improvements.

Parks and Recreation:

The Parks and Recreation Department typically locates facilities in conjunction with school use. The applicant has agreed to reserve land for purchase for future recreation facilities. This reservation addresses the impact of this development on Parks and Recreation facilities. (Amendment VI, Condition 13 and Proffered Condition 1)

LAND USE

General Plan:

Lies within the boundaries of the Upper Swift Creek Plan which designates the request property for residential use of 2.2 units per acre or less and for regional mixed use.

### Area Development Trends:

Properties to the north and northwest are zoned agriculturally and are currently vacant. Property to the northeast is zoned residentially, is part of the Centrepointe mixed use development and is currently vacant. Property to the east is zoned residentially and agriculturally and is developed for residential uses (Brandermill) or is part of Swift Creek Reservoir. Property to the south and southwest is zoned agriculturally and is developed for residences on acreage parcels, recreational uses or remains vacant, or is part of Swift Creek Reservoir. Property to the west is zoned for a mix of residential, office and commercial uses, is that part of the Greenspring I development not included in this request, and is currently vacant.

### Zoning History and Current Proposal (Amendment I):

On May 25, 1988, the Board of Supervisors, upon a favorable recommendation by the Planning Commission, approved rezoning on the request property and adjacent property to the west from Agricultural (A) and Residential (R-15) to Residential (R-9) and Office Business (O) with Conditional Use Planned Development to permit a mix of residential, office, commercial and recreational uses (Case 88S008, Greenspring), subject to a number of conditions.

#### Master Plan

The applicant is requesting that Condition 1 of Case 88S008 be modified to reflect the amendments discussed herein, substitute a new conceptual Master Plan (see attached) and delete the requirement to conform to the Conceptual Site Development Plan (see attached). This amendment would also allow this 809.5 acre parcel to be developed independent of the remaining 503.2 acres originally zoned. The revised Master Plan deletes the golf course; expands an office/commercial tract, Tract C; and creates a new Convenience Business (C-1) tract, Tract G.

The requested modifications conform to the Upper Swift Creek Plan and will provide additional commercial services to future residents. (Amendment I, Conditions 1, 2 and 4)

#### Restoration of the Tomahawk and Ellett Hancock Structures

Conditions of zoning require that these structures be restored. The Tomahawk structure has been destroyed by fire.

The Ellett Hancock structure has deteriorated. The Preservation Committee has determined that restoration is not feasible. The Committee has, through separate actions of their own, request that any material of historic significance be salvaged and used in other projects.

Therefore, approval of Amendment I, Condition 3 is recommended.

Land Uses

Commercial uses in Tracts A, D, E and F are only permitted in conjunction with recreational/club uses. The applicant is requesting amendment to also allow commercial uses as accessory to recreation and retirement uses in Tracts A, D, E and F and allow a freestanding restaurant in Tract F (Amendment I, Condition 5). These uses will provide commercial services to future residents. Also, amendment is requested to create a new tract, Tract G, for the purpose of providing convenience commercial services. In addition to these uses, residential uses would also be permitted (Amendment I, Condition 6).

These uses will provide commercial services to future residents.

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CASE HISTORY

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Applicant (8/14/95):

The applicant had originally requested in Amendment V that all of Tract E and fifty-three (53) lots in Tract F be permitted to develop with access via Genito Road versus Powhite Parkway. The Transportation Department did not support this request due to the significant impact on the road system.

Following a meeting with the Transportation Department, it was agreed that development of Tract F with access via Genito Road would not severely impact the road network. (Amendment V, Condition 12)

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Planning Commission Meeting (8/15/95):

In response to concerns by area citizens regarding the potential impact of the development on Swift Creek Reservoir, the applicant submitted Proffered Conditions 2, 3 and 4. The applicant accepted the recommendation. There was no opposition present.

On motion of Mr. Gulley, seconded by Mr. Marsh, the Commission recommended approval of this request subject to the conditions and acceptance of the proffered conditions on pages 2 through 9.

AYES: Messrs. Marsh, Cunningham, Easter and Gulley.

ABSENT: Mr. Miller.

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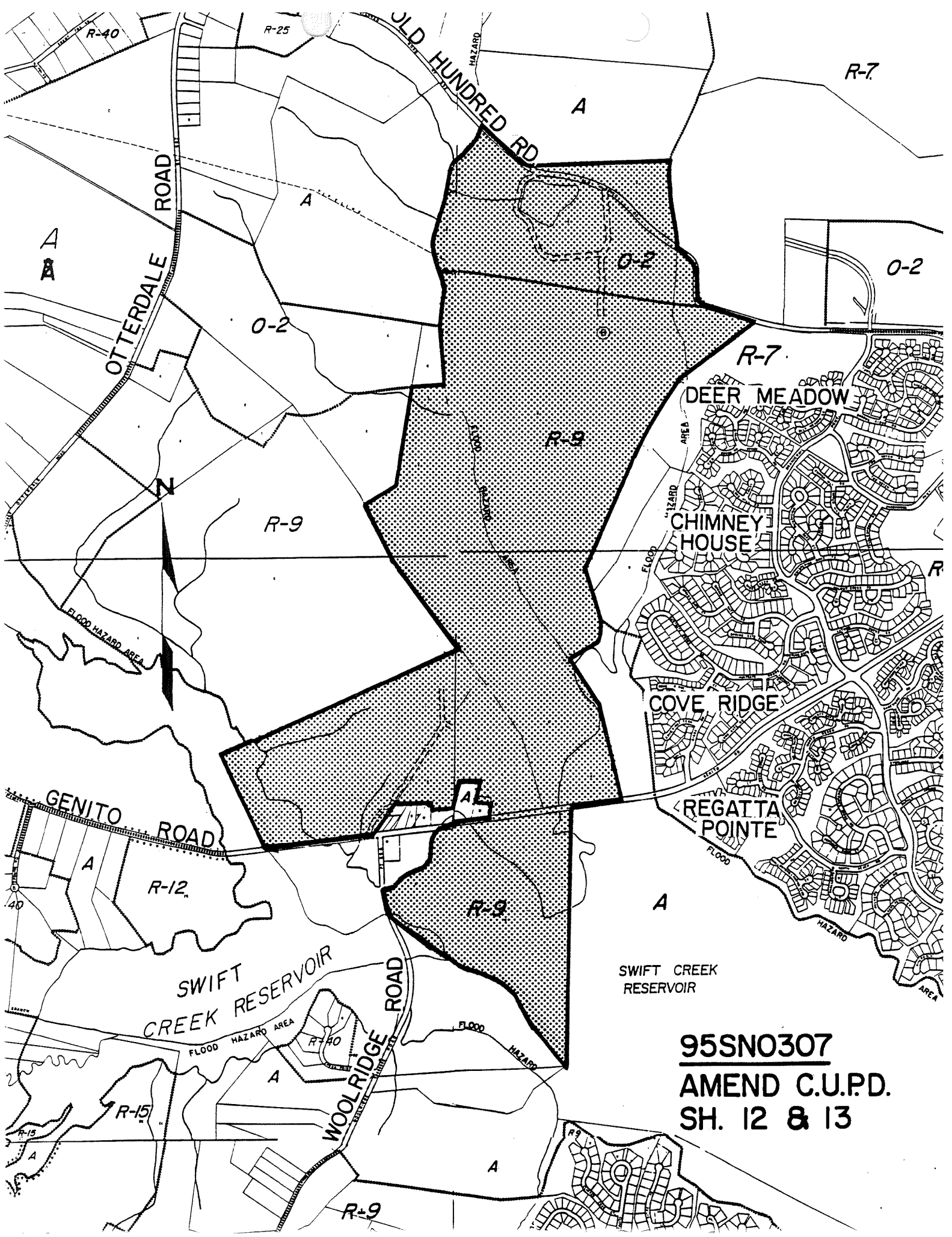
Applicant (9/5/95):

In response to concerns raised by area citizens and the Clover Hill District Commissioner regarding possible erosion problems associated with timbering to remove dead or diseased trees, the applicant submitted Proffered Condition 5.

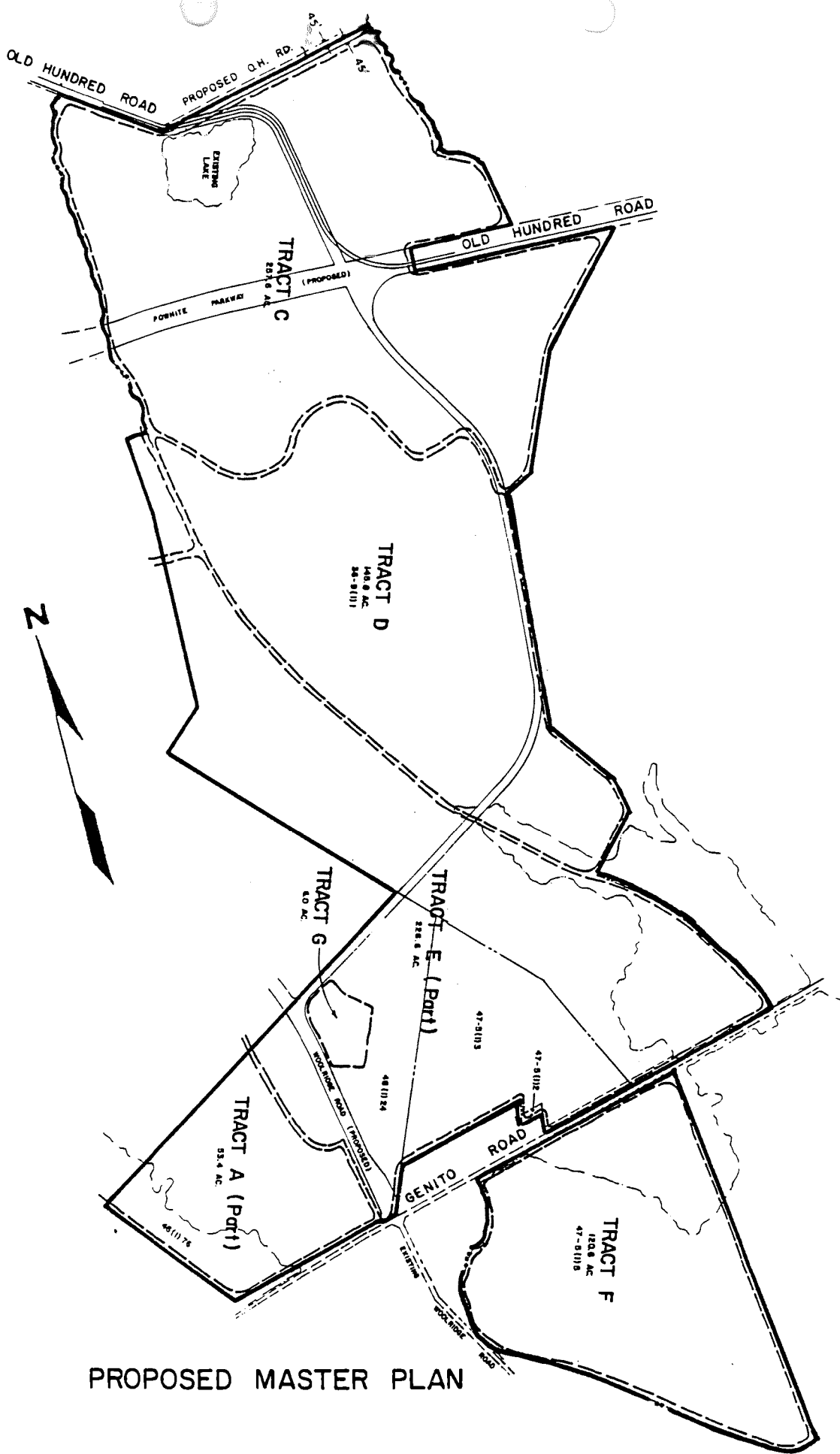
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The Board of Supervisors, on Wednesday, September 27, 1995, beginning at 7:00 p.m., will take under consideration this request.



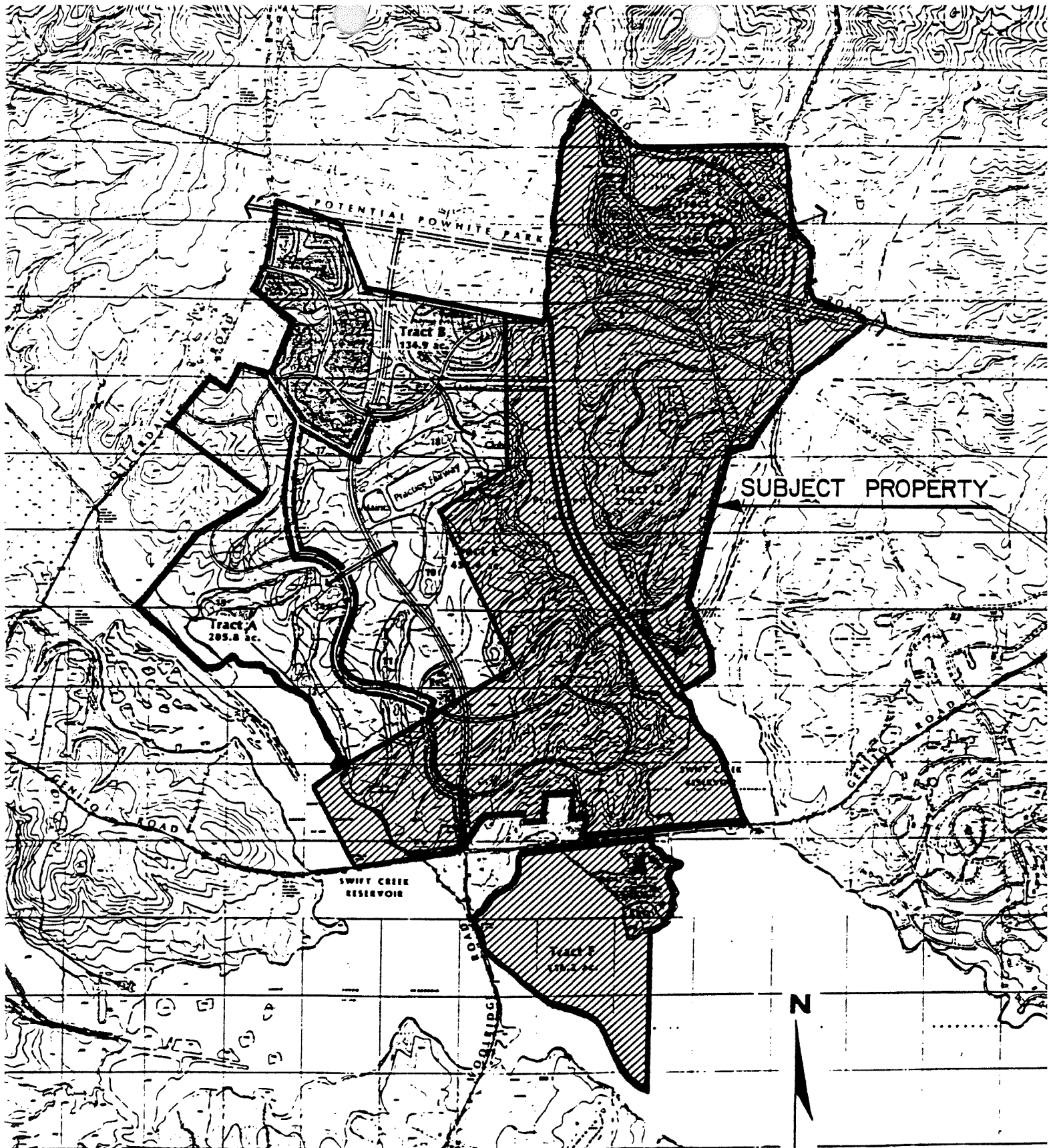


**95SN0307**  
**AMEND C.U.P.D.**  
**SH. 12 & 13**



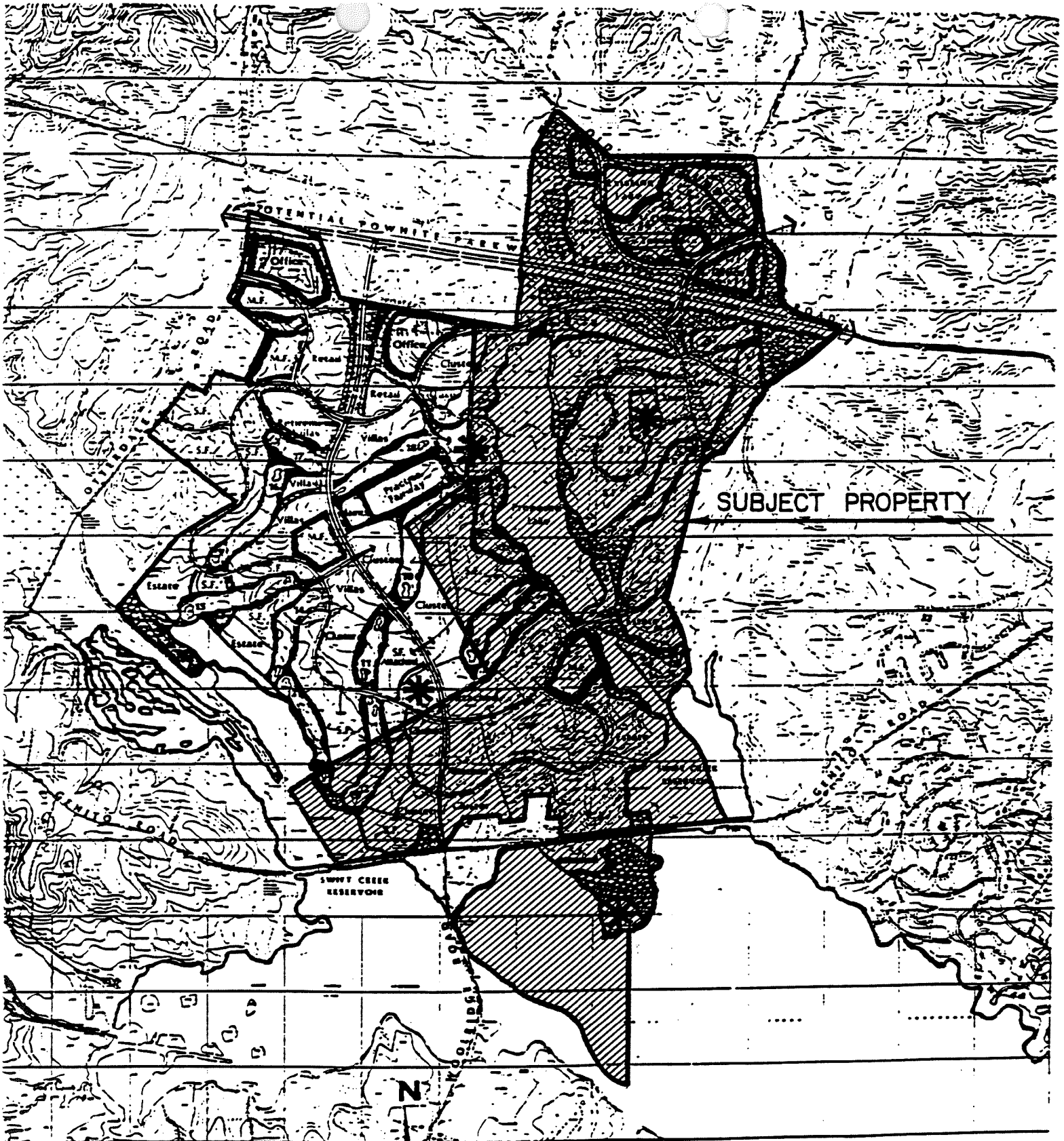
PROPOSED MASTER PLAN

955N0307-1



APPROVED MASTER PLAN  
**Greenspring**

955N0307-2












# Greenspring

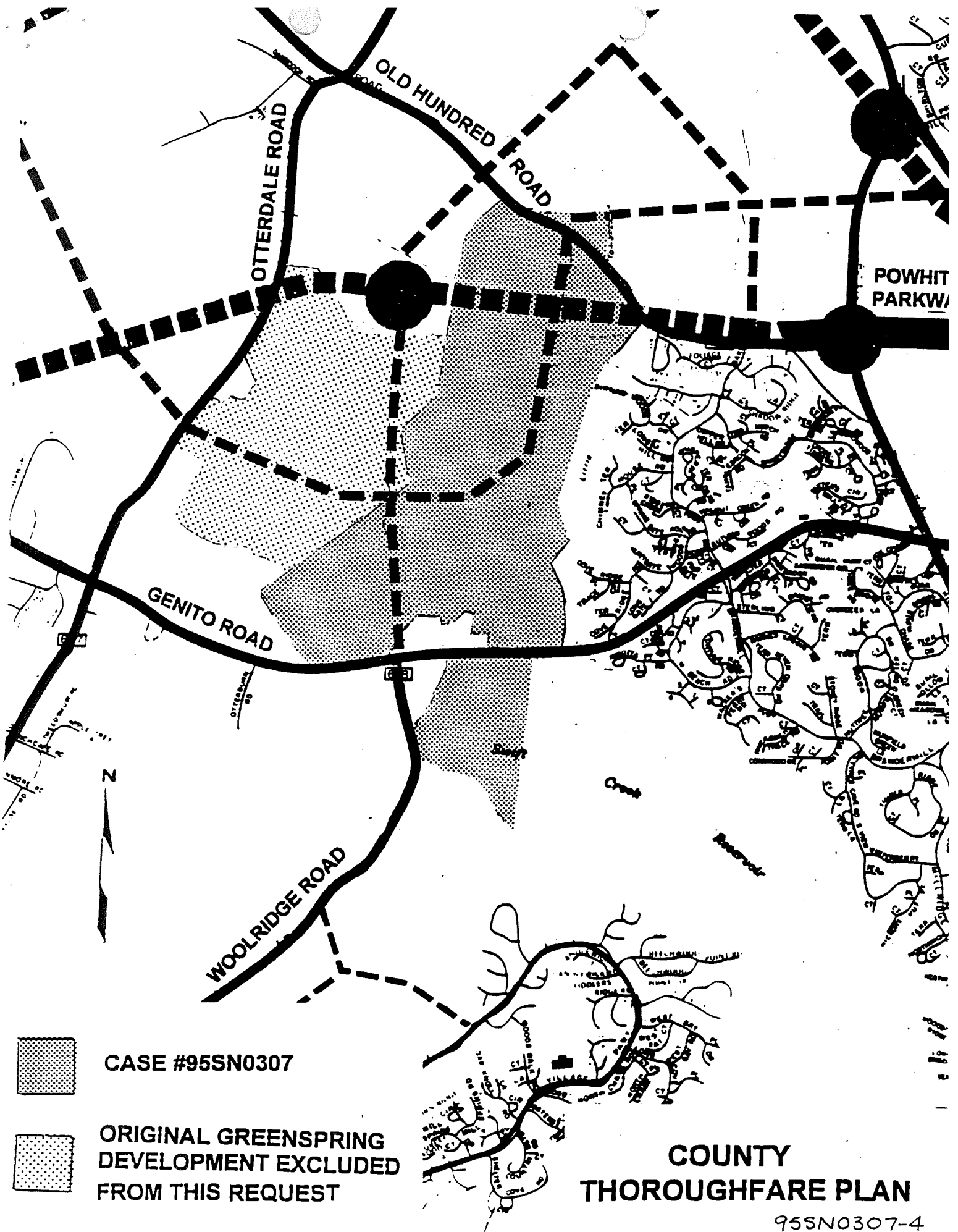
## APPROVED CONCEPTUAL SITE PLAN



### LEGEND

- |   |                                      |   |                   |   |                      |
|---|--------------------------------------|---|-------------------|---|----------------------|
|  | Single Family/<br>Estate             |  | Multi-Family      |  | Conference<br>Center |
|  | Cluster                              |  | Retirement Villas |  | Retail               |
|  | Villas/<br>Single Family<br>Attached |  | Recreation        |  | Office               |

955N0307-3



**CASE #95SN0307**

**ORIGINAL GREENSPRING  
DEVELOPMENT EXCLUDED  
FROM THIS REQUEST**

**COUNTY  
THOROUGHFARE PLAN**

95SN0307-4

In Clover Hill and Matoaca Magisterial Districts, S. BRODRICK PETERS, JR. requested amendment to Conditional Use Planned Development (Case 88S008) on part of property which is commonly known as Greenspring I. Specifically, the applicant desires to develop this 809.5 acre tract as a single development from the originally zoned 1,312.7 acre tract. In general, amendments are requested relative to the approved Master Plan; restoration of two single family structures (Ellett and Tomahawk dwellings); provision of a golf course; road improvements and access; land uses; land dedications and reservations; utilities; drainage; erosion; and water quality. A mixed use development consisting of residential, office and commercial uses is planned. The density of such amendment will be controlled by zoning conditions or Ordinance standards. The Comprehensive Plan designates the property for residential use of 2.2 units per acre or less, regional mixed use and conservation use. This request lies in Residential (R-9) and Corporate Office (O-2) Districts. The request property fronts the north and south lines of Genito Road, in the vicinity of Woolridge Road; also fronts the east line of Woolridge Road, near its intersection with Genito Road; and also fronts the north and south lines of Old Hundred Road, approximately 1,500 feet west of Brandermill Parkway. Tax Map 36-9 (1) Parcel 1; Tax Map 46 (1) Parcels 24 and 76; Tax Map 47-5 (1) Parcels 2, 3 and 5 (Sheets 12 and 13).

Mr. Jacobson presented a summary of Case 95SN0307 and stated the Planning Commission and staff recommends approval subject to conditions and acceptance of proffered conditions. He noted the request conforms to the Upper Swift Creek Plan.

Mr. S. Brodrick Peters, Jr. stated the recommendation is acceptable.

Mr. Louis Lombard expressed concerns relative to chemicals generated from residential development adjacent to the reservoir; to the additional trips that will generated along Powhite Parkway; and to the density of housing being 2.2 units per acre. He stated he feels the density of housing should be no more than one unit per acre.

Ms. Betty Hunter Clapp expressed concerns relative to the increase in traffic along 360 if the request is approved and stated that offering the 0.22 pound per acre per year of phosphorus run-off is pace setting. She requested the Board to take the cost to taxpayers into consideration when deciding this request and to look at the overall structure of the request. She requested the Board to consider some type of study on how to pay for the cost of this project.

Dr. Nicholas stated this project has followed a deliberate process and procedure in place by the County to approve development and that the request was unanimously approved by the Planning Commission. He further stated the developer has agreed to all the recommended conditions and that the request is in compliance with the Upper Swift Creek Plan.

When asked, Mr. Jacobson stated staff feels approval of this request is a move in the right direction and that the Watershed Committee is currently studying the standards needed to preserve the long term water quality of the Swift Creek Reservoir. He further stated the Committee's analysis, to this point, indicates that the current pound per acre per year standard of 0.44 pound per acre per year of phosphorus should be reduced to 0.22 pound per acre per year which this case does.

Mr. Warren commended staff for their efforts during this process.

When asked, Mr. McCracken stated staff feels transportation issues, relating to this request have been addressed.

Mr. Warren expressed appreciation to those who expressed their views concerning this request and stated many requests that have come before the Planning Commission have resulted in higher quality zoning. He stated he is prepared to support this request as a better example of planned managed growth.

On motion of Dr. Nicholas, seconded by Mr. Warren, the Board approved Case 95SN0307 subject to the following conditions:

1. The Textual Statement, titled Greenspring: Conditional Use and Zoning Application, revised April 1, 1988, including the "Residential Site Development Criteria" table, Exhibit IV and the conditions of zoning for Case 88S008 and the Conceptual Master Plan, prepared by J. K. Timmons and Associates, dated June 15, 1995, and revised July 18, 1995, to add a forty-five (45) foot right of way for Old Hundred Road, shall be the Master Plan for the subject property, except as stated herein. And further, provided that the subject property shall be permitted to be considered as a separate project from the remaining portion of that land area covered under Case 88S008. (P)

(NOTE: This condition supersedes Condition 1 of Case 88S008 for the request property only.)

2. All references and requirements relating to golf in the Textual Statement and conditions of zoning for Case 88S008 shall be deleted. (P)
3. The requirement to restore the Tomahawk and Ellett Hancock structures shall be deleted. (P)
4. All references and requirements relating to the plan entitled "Conceptual Site Development Plan - Greenspring - Chesterfield County, Virginia" in the Textual Statement and conditions of zoning for Case 88S008 shall be deleted.
5. Condition 21 of Case 88S008 shall be deleted. Further, paragraph 5 on Page 16 of the Textual Statement shall be amended to allow a freestanding restaurant in Tract F and to allow those commercial uses specified only as accessory to recreational and retirement uses in Tracts A, D, E and F.
6. Amend the Textual Statement of Case 88S008 to add Tract G. Uses permitted in Tract G shall be those permitted by right or with restrictions in the C-1 District and development shall conform to the requirements of C-1 Districts in Emerging Growth District Areas.

Further, residential uses shall be permitted as outlined for Tracts A, D, E and F and such uses shall comply with the requirements of those uses in such Tracts.

7. The on-site water distribution system shall be designed to allow a loop connection with future development north and/or northeast of the subject property. (U)

(NOTE: This condition supersedes Condition 14 of Case 88S008 for the request property only.)

8. The requirements of Conditions 7, 9, 11 and 20 of Case 88S008 shall be deleted. (EE)
9. The requirements to dedicate right of way along Otterdale Road and that portion of Powhite Parkway Extended which are not within the limits of the subject property shall be deleted.
10. The requirement of Condition 22 in the Textual Statement of Case 88S008 to construct the improvements outlined in Condition 20 (A) of the Textual Statement of Case 88S008 at the initiation of construction of Powhite Parkway Extended through Parcel 8 on Tax Map 35 (1) shall be deleted.
11. A fifty (50) foot wide right of way along the northern part of the subject property for Old Hundred Road Extended shall be dedicated, free and unrestricted, to and for the benefit of Chesterfield County. The exact location of this right of way shall be approved by the Transportation Department. (T)
12. Initial access for the subject property shall be via Powhite Parkway Extended/Old Hundred Road with the exception of access to Tract F.
13. The requirement to dedicate sixty-five (65) acres and reserve thirty-five (35) acres for purchase for use by Chesterfield County Schools contained in Condition 30 of the Textual Statement of Case 88S008 shall be deleted.

And, further, the Board accepted the following proffered conditions:

1. A. Prior to any final tentative subdivision or site plan approval, a minimum of twenty (20) acres shall be dedicated to and for Chesterfield County, free and unrestricted, for public use. The exact location of this acreage shall be approved by Chesterfield County prior to any tentative subdivision or site plan approval.
- B. For the first 1,000 lots/units, the Applicant, subdivider or assignee(s) shall pay the following to the County of Chesterfield, at the time of building permit application, for infrastructure improvements for school facilities within the service district for the subject property:
  1. One Hundred Seventy-One Dollars (\$171.00) per lot/unit if paid on or before June 30, 1996; or
  2. The amount approved by the County Board of Supervisors not to exceed \$171.00 per lot/unit adjusted upward by any increase in the Marshall and Swift Building Cost Index between July 1, 1995 and July of the fiscal year in which the payment is made if paid after June 30, 1996.
- C. Prior to any final tentative subdivision or site plan approval, a minimum amount of acreage sufficient to allow the construction of at least two (2) playing fields at customary and usual expense shall be reserved for purchase by Chesterfield County for public use. The exact amount, location and configuration of



this acreage shall be approved by Chesterfield County prior to any such reservation; provided however, that such acreage shall be contiguous to the twenty (20) acres to be dedicated to the County of Chesterfield in paragraph (A) above.

2. With the exception of timbering which has been approved by the Virginia State Department of Forestry for the purpose of removing dead or diseased trees, there shall be no timbering until a land disturbance permit has been obtained from the Environmental Engineering Department and the approved devices have been installed.
3. Within Tracts A, D, E and F, stormwater runoff shall be controlled such that the post-development total phosphorus load shall not exceed 0.22 pound per acre per year.
4. Within Tract C, stormwater runoff shall be controlled such that the post-development total phosphorus load shall not exceed 0.35 pound per acre per year. Provided, however, that if the Zoning Ordinance is amended subsequent to the approval of this application to require a lesser or greater phosphorus load control for those areas identified in the Plan for Chesterfield for uses other than 2.2 dwelling units per acre, stormwater runoff in Tract C shall be controlled in accordance with the phosphorus load designated in the amended Ordinance.
5. Prior to removing any dead or diseased trees, an erosion control plan shall be submitted to, and approved by, Environmental Engineering and the approved plan shall be implemented. Upon approval of the plan by Environmental Engineering, it shall be filed with the Virginia State Department of Forestry.

(NOTES:

- A. Approval of this request will allow the request property to be developed as a separate project from that portion of the original Greenspring development not included in this application.
- B. Except as modified herein, conditions of zoning approval for Case 88S008 remain in effect for development on the request property.
- C. Original conditions of Case 88S008 remain in effect for development on that portion of the original Greenspring property not included in this request.)

Vote: Unanimous

~~95SN0308~~

~~In Matoaca Magisterial District, CONTEL CELLULAR requested Conditional Use Planned Development to permit a 159 foot communications tower in an Agricultural (A) District. The density of such amendment will be controlled by zoning conditions or Ordinance standards. The Comprehensive Plan designates the property for light commercial use. This request lies in an Agricultural (A) District on 1.1 acres fronting approximately 30 feet on the northwest line of Newbys Bridge Road, approximately 1,100 feet west of Courthouse Road, also fronting approximately 290 feet on the south line of Route 288. Tax Map 78-1 (1) Parcel 17 and Part of Parcel 2 (Sheet 21).~~

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The following Exhibits are referenced herein and contained in Sections 4 and 5 of this submission.

Exhibit I - Compiled Map

Exhibit II - Conceptual Master Plan

Exhibit III - Conceptual Site Development Plan

Exhibit IV - Residential Site Development Criteria

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November 25, 1987 (revised April 1, 1988)

1. Introduction.

The Applicants are requesting that approximately 1,312.7 acres of land (the "Property") located along the shores of the Swift Creek Reservoir as depicted on Exhibit I attached hereto, to be known as "Greenspring", be rezoned with a Conditional Use Planned Development in accordance with the following terms and provisions. Approximately 1240 acres of the Property are currently zoned Agricultural, and 72 acres are zoned R-15 Residential District. The Applicants seek to have the Property rezoned to permit the development of a high quality planned residential community featuring an 18-hole championship golf course, with ancillary office, office-service, inn/conference center, hotel and retail facilities. \*

Greenspring will benefit the County and its residents in numerous ways. It will provide quality housing, leisure and recreational opportunities in a planned community environment that will create an economic balance with the nearby concentration of proposed commercial development. Greenspring will substantially increase the County's real estate tax base and provide significant additional job opportunities.

2. Description of Proposed Development.

Greenspring will be a professionally planned and aesthetically pleasing residential community featuring a championship 18-hole golf course, extensive lakes and open space, with ancillary office, office service, inn/conference center, hotel and retail facilities. It will consist of approximately the following categories and uses: \*

- \* 1103 acres devoted to golf course, open space, lakes, boating, recreation and neighborhood centers, single family detached and attached residential homes, villas and multi-family units,
- \* 112 acres of office, office service, inn/conference center, hotel and retail facilities, and
- \* 98 acres of dedicated right of way for Powhite Parkway Extended and major roads within Greenspring.

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Greenspring is designed to be one of Virginia's premier planned residential communities. It is essentially divided into two major segments. Approximately 1,180 acres are located south of Powhite Parkway Extended and are devoted predominantly to residential uses and a golf course and country club with incidental hotel, office, office service and retail facilities. The residences will be of high quality, with maximum amounts of open space provided to take advantage of the vistas provided by the golf course, lakes and Swift Creek Reservoir. The 18-hole championship golf course, lakes, open space, landscaping and planting features of the Conceptual Master Plan will be emphasized. The community will make effective use of the foregoing features, buffering and set-backs to separate transitional uses and to preserve Greenspring's primary emphasis on being a premier planned residential community. Greenspring's scenic lakes will contribute both open space and natural beautification elements, as well as provide an effective self-contained storm water management system. Greenspring's full service country club and championship 18-hole golf course, designed by the nationally recognized golf course design firm of Rees Jones, Inc., will provide an exceptionally fine recreational facility. Other amenities will include parks, playgrounds, picnic areas, boating, biking, jogging and pedestrian trails. \*

The land north of Powhite Parkway Extended consisting of approximately 133 acres is distinguished by the presence of the historically significant home known as "Tomahawk". Tomahawk will be restored in the best tradition of responsible adaptive reuse and will initially be used as an information and marketing facility for Greenspring. It is envisioned that the Tomahawk tract will contain an inn and conference center of up to 300 rooms, restaurants, meeting facilities, physical fitness amenities and uses ancillary thereto. Office facilities constructed on Tract C will be limited to an average maximum density of 15,000 square feet of space per acre.

Incidental retail facilities may be developed on the Tomahawk tract adjacent to, or within, the inn/conference center and office areas. Such retail facilities are intended primarily to serve the persons living and working within Greenspring and adjoining areas by providing convenient services without necessitating a drive of several miles to other shopping centers. Retail space constructed on Tract C will not exceed an average of 10,000 square feet of space per acre. While no residential units are initially planned for the area north of Powhite Parkway Extended, the right to develop residential units on Tract C is desirable to assure the most efficient future use of the land in the face of present uncertainty with regard to the final alignments of Powhite Parkway Extended and Old Hundred Road.

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The Applicants, subject to market conditions, propose to develop Greenspring in an orderly manner over a time period of approximately fifteen (15) years, utilizing land planning principles consistent with those adopted by the County in its own master plan. By phasing the development of Greenspring over several years, any abrupt impact on County facilities and services will be avoided and orderly land use assured.

The Applicants recognize that a development such as Greenspring cannot be professionally implemented or commercially successful unless the traffic that is generated is efficiently and effectively handled. For those reasons, the Applicants have retained the services of Wilbur Smith Associates, internationally-recognized traffic consultants, to prepare a comprehensive traffic study which has been previously submitted to the Chesterfield County Transportation Department.

The major roads that will serve Greenspring are Powhite Parkway Extended, along with Genito and Old Hundred Roads. The location of the Property at the western terminus of the extension of Powhite Parkway makes it ideal for the uses contemplated by the Application. It is anticipated that a significant amount of traffic from Greenspring will remain in the general vicinity due to Greenspring's proximity to planned commercial development.

The preliminary results of the traffic impact study indicate that an off-site transportation system capable of effectively handling the traffic generated by Greenspring can be accomplished through improvements and extensions of the existing road network.

3. Definitions.

For the sake of clarity, the following definitions will be used herein:

A. "Buffer strips" - A portion of a lot or site devoted substantially to open space. If sufficient vegetation exists to provide adequate screening or a landscaped transition, buffer strips may be left in their natural state; however, if sufficient vegetation does not exist within a buffer strip to provide adequate screening or a landscaped transition, or if a buffer strip is not left in a natural state due to improvements, said buffer strip shall be planted and/or bermed in accordance with a landscape plan approved by the Planning Department. A landscaped transition as used herein is defined as a natural or landscaped area that would include existing

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17

natural vegetation, new lawns and plantings, berming or a combination of these elements. It is intended to enhance the overall setting of a development area rather than to totally screen it from view. Further, it is the developer's intent in certain areas of the project to provide a "streetscape" type architectural setting and/or landscaped views of the project's natural amenities or other man-made amenities.

The following improvements may be allowed within buffer strips subject to the approval of such landscape plan:

- (1) Pedestrian paths,
- (2) regulatory and information signs,
- (3) screening fences or walls,
- (4) utilities and storm drainage facilities,
- (5) roads and drives which are intended for ingress and egress from the applicable site, and
- (6) recreational and leisure facilities.

Prior to approval of any final site plan or recordation of any plat, the Applicants shall flag the buffer strip for inspection. These buffer strips shall be noted on any final site plans, and on any final check and recordation plats. The Applicants shall post a bond prior to the release of any certificate of occupancy for the affected site to cover the implementation of the landscape plan, if such plan is required. At the request of the Applicants, the Planning Commission may modify these buffer strips and provide for additional uses to be permitted therein at the time of preliminary site plan or tentative subdivision plat review.

B. "Open space" - Land or water which is not covered by a building (or buildings) or by parking, driveways or roadways. Open space may, however, include pedestrian paths, fountains, plazas, terraces and planters. Open space may also include such other features as may be approved by the Planning Commission at the time of preliminary site plan or tentative subdivision plat review.

C. "Project road" - Any public or private road designed for movement of vehicular traffic from one portion of Greenspring to another, but not including driveways, parking areas and any such accessory roads.

4. Conditions and Restrictions.

The Applicants propose that the conditions enumerated below be imposed on the requested rezoning to ensure the high-quality and orderly long-term development of Greenspring. All zoning classifications extend to the centerline of adjacent roads.

A. General Conditions. The following conditions would apply generally to the development of the Property.

(1) Plans for Development. Greenspring will be developed in accordance with the proposed land use plan entitled "Conceptual Master Plan - Greenspring - Chesterfield County, Virginia" dated November 25, 1987, prepared by Higgins Associates, Inc., Landscape Architects/Land Planners and Land Design/Research, Inc., a copy of which is attached hereto as Exhibit II. The uses, zoning and average densities of the parcels shown thereon will be as follows:

<u>Tract Designation</u>	<u>Zoning</u>	<u>Gross Acreage</u>	<u>Land Use</u>	<u>Average Density Per Acre</u>
A	R-9	205.8	Residential	2.0 Units
B	O	134.9	Mixed Use	15,000 Sq. Ft.
C	O	133.1	Mixed Use	15,000 Sq. Ft.
D	R-9	270.3	Residential	2.0 Units
E	R-9	452.4	Residential	3.0 Units
F	R-9	116.2	Residential	2.0 Units

Further, Greenspring will be developed generally in accordance with the plan entitled "Conceptual Site Development Plan - Greenspring - Chesterfield County, Virginia", dated November 25, 1987, prepared by Higgins Associates, Inc. and Land Design/Research, Inc., attached hereto as Exhibit III. However, because market conditions are subject to change, because major transportation systems are not yet finally determined and because of the other fluid conditions and evolving developments in the general area, the Applicants reserve the right from time to time to relocate specific uses and types of development from that specifically shown on the Conceptual Site Development Plan so long as the overall densities set forth herein are not exceeded. \*



All projections herein and on the enclosed Exhibits with respect to acreages, improvements and densities are calculated in the aggregate. Further, the proposed tract boundaries (and thus the assumed number of acres within each tract) were established without detailed topographic information and based on certain assumptions regarding factors such as anticipated natural boundaries, existing natural vegetation, etc. Thus, when more detailed studies of the Property are completed, tract boundaries may need to be changed. The variations will not exceed twenty percent (20%) of the original acreage, however, nor will they conflict with the character of Greenspring as described herein.

(2) Proposed Lakes. To the extent that the Applicants are unable to construct one or more of the proposed lakes on the Property, the Applicants reserve the right to retain such areas for open space or other lawfully permitted uses.

(3) Restrictive Covenants. A detailed set of protective covenants (the "Restrictive Covenants") will be submitted to the Planning Staff and the County Attorney for approval prior to the issuance of the first occupancy permit in Greenspring.

(4) Special Height Limitation. No building within 100 feet of any existing neighboring single family residential tract shall exceed 2-1/2 stories or 35 feet in height.

(5) Phasing of Improvements and Roadways. The improvements and the roadways comprising Greenspring will be constructed in phases. The timing of such phases will be determined by the Applicants (or their successors in interest) and approved by the County, based upon market conditions, costs and other factors prevailing at any given time. The Applicants, by submitting the Conditional Use Application, are not proposing that the roadways described above or shown on the enclosed Exhibits will be constructed at any given time. The Applicants do, however, recognize that adequate roadways must be constructed so that the traffic generated by Greenspring is properly accommodated. Accordingly, the Applicants will produce a phasing plan for major road improvements for approval by the County Transportation Department prior to the commencement of any road construction activities on Greenspring.

*See  
COND. 19*

(6) Site Open Space. As generally indicated on the Conceptual Site Development Plan, there shall be a minimum of fifteen (15) feet of buffer strip, inclusive of yard requirements, on either side of a common boundary line (i) between all non-residential uses and all residential uses, and (ii) between all single-family detached residential uses and all other residential uses, except where a site adjoins the golf course, lake or a required buffer or as otherwise permitted by the Planning Commission at the time of tentative subdivision plat or preliminary site plan review.

*See  
COND. 20*

(7) Buffering of Bodies of Water. One-hundred (100) feet of open space shall be provided horizontally above the 178.00-foot contour line immediately adjacent to Swift Creek Reservoir. Twenty-five (25) feet of open space shall be provided along the edge of water of Swift Creek, Tomahawk Creek, and Little Tomahawk Creek. Fifty (50) feet of open space shall be provided along the edge of any proposed lake unless otherwise permitted by the Planning Commission upon request of the Applicants. Permitted uses, the implementation of which shall be approved by the Planning Department, within such open space shall include but may not be limited to recreational uses, recreational structures, grading, clearing, docks, rip-rap along shore, water impoundments, drainage structures, bulk heads, jetties and marinas. Other uses may be permitted by the Planning Commission at the time of tentative subdivision plat or preliminary site plan review. Further, no habitable structure shall be placed within the 180.00 elevation or within County easements.

(8) Water Quality Plan. A plan for protection and monitoring of the water quality of Swift Creek Reservoir and the proposed lake shall be submitted to the Utilities Department for approval, prior to any preliminary site plan or tentative subdivision plat approval. If monitoring indicates that this development causes material and adverse degradation of water quality in Swift Creek Reservoir or the proposed lake, due to the presence of a contaminant, the Applicants or their successors shall remedy such degradation to the extent it is caused by the development. A golf course fertilization plan, that includes fertilizer application rates and mixtures, shall also be submitted to the Utilities Department for approval.

(9) Exception to Parking Requirement. At the time of tentative subdivision plat or preliminary site plan review, the Planning Commission, at the request of the Applicants, may modify the minimum number and size of parking spaces.

(10) Land Use Plans. A tentative subdivision plat or preliminary site plan shall be submitted for each site, as generally shown on the Conceptual Site Development Plan. At the time of tentative subdivision plat or preliminary site plan review, the Planning Commission may impose additional conditions not inconsistent with the conditions otherwise set forth in the Application to ensure proper land use transitions and compatibility. If the Applicants elect, however, to submit a land use plan, for one or more tracts, to the Planning Commission for approval, the Planning Commission may impose conditions not inconsistent with the conditions otherwise set forth in the Application to ensure proper land use transitions and compatibility at that time. Such land use plan shall specify the exact land uses to be developed within the one or more tracts. This land use plan may be modified by the Applicant with the approval of the Planning Commission throughout the duration of development, subject to the submission of a revised land use plan.

(11) Residential Development Standards. Unless otherwise specified either herein or in Exhibit IV, all residential development shall meet the use and bulk requirements of the Zoning Ordinance of Chesterfield County as follows: Estate housing shall meet the requirements of Article VY of said ordinance; Single Family Detached and Cluster housing shall meet the requirements of Article VIII. of said ordinance; Multifamily and Retirement housing shall meet the requirements of Article XXII. of said ordinance; and Single Family Attached and Villa housing shall meet the requirements of Article X. of said ordinance.

(12) Master Plan. The Conceptual Master Plan submitted with the Application shall be considered the Master Plan with the exception of the alignment for Powhite Parkway Extended. Approval of the plan by the County does not imply that the County gives final approval of any particular road alignment or section. Access point(s) to Powhite Parkway, Genito Road, Otterdale Road, Old Hundred Road and all site roads shall be approved by

V = R-25  
VIII = R-9  
XXII R-MF  
X = R-TH  
R-9

the Transportation Department at the time of tentative subdivision plat or preliminary site plan review.

(13) Submission of Plans. In addition to submission of road and drainage plans to VDOT and the Engineering Department, such plans shall also be submitted to and approved by the Transportation Department.

(14) Dedication for Genito and Otterdale Roads. Prior to the issuance of a building permit, forty-five (45) feet of right-of-way measured from the centerline of Genito Road and Otterdale Road shall be dedicated by deed of dedication to Chesterfield County free and unrestricted.

(15) Dedication for Powhite Parkway Extended. Additional right-of-way required for the extension of Powhite Parkway Extended to a maximum of two hundred (200) feet shall be dedicated to Chesterfield County by deed of dedication free and unrestricted. Dedication shall occur prior to the issuance of any building permits.

(16) Dedication of Old Hundred Road. Additional right-of-way required for Old Hundred Road up to a maximum of ninety (90) feet shall be dedicated to Chesterfield County by deed of dedication free and unrestricted. Dedication shall occur prior to the issuance of any building permits for buildings north of Powhite Parkway Extended other than for the renovation of Tomahawk.

(17) Initial Access. Initial access for this development shall be via Powhite Parkway Extended/Old Hundred Road.

(18) Single Access. There shall be only one access to Powhite Parkway Extended. This access shall be designed to accommodate its future grade separation. The design and location of this access shall be approved by the Transportation Department.

(19) Maximum Density. The maximum density of this development shall be 2,303 residential units, 193,000 square feet of retail, 1,250,000 square feet of office, and 300-room inn/conference center or equivalent densities as approved by the Transportation Department. These permissible densities may be increased by the

Transportation Department based upon acceptable additional analysis and mitigating road improvements.

(20) Roadway Improvements. To provide for an adequate roadway system as a result of the development of Greenspring, the developer shall be responsible for the following improvements:

(A) Two (2) lanes of Powhite Parkway Extended, exclusive of VDOT improvements, from the Brandermill Parkway/Powhite Parkway intersection westward to the site road/Powhite Parkway intersection, and four (4) lanes of Powhite Parkway Extended from the site road/Powhite Parkway intersection west across the subject property, including the section abutting Otterdale Road.

(B) Four (4) lanes of pavement for Woolridge Road Extended and the collector road loop east of Woolridge Road Extended if necessary.

(C) Relocation of the ditch along Otterdale Road and Genito Road for the entire Property frontage to provide adequate shoulders.

(D) If required, adequate left and right turn lanes at each access onto Otterdale Road, Genito Road and Powhite Parkway Extended.

(E) If warranted, full cost of signalization at each access onto Otterdale Road, Genito Road, Powhite Parkway Extended and all internal roads.

(F) Woolridge Road Extended shall align with the Woolridge Road intersection on Genito Road and shall extend to the northern property line.

(G) Two lanes of pavement for the Powhite Parkway Extended across Parcel 8 on Tax Map 35(1) and two (2) lanes of Woolridge Road Extended across Parcel 8 on Tax Map 35(1) from the northern property line to Powhite Parkway Extended, subject to the availability of the necessary right-of-way. The Woolridge Road/Powhite Parkway Extended connection shall be an at-grade intersection.

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A phasing plan will be submitted to, for approval by, the Transportation Department for the road improvements required above, to be accompanied by a traffic analysis to support the request for such phasing. Any bonding requirements shall be consistent with the approved phasing plan. The developer shall be responsible for construction of roadways to arterial standards, rather than limited access freeway standards, as reasonably determined by the County.

(21) Traffic Analysis. If requested, the developer shall provide the Transportation Department with additional traffic studies for each phase of development. Roadway improvements shall be increased or decreased by the developer as required by the Transportation Department if the additional studies indicate that traffic generation rates and distribution differ materially from the original Wilbur Smith Associates study dated January, 1988, and supplements dated January 28, 1988, and February 10, 1988, as a sole result of the project. If satisfactory improvements cannot be provided, the Planning Commission may reduce the permissible densities to the extent that acceptable levels of service are provided as determined by the Transportation Department.

(22) Construction of Certain Roadway Improvements. Notwithstanding condition (21), the developer agrees to construct the improvements outlined in condition (20)(A) prior to issuance of more than 2,303 residential building permits plus the golf course or initiation of construction on the Powhite Parkway Extended through Parcel 8 on Tax Map 35(1), whichever occurs first. Notwithstanding condition (21), the developer also agrees to construct the improvements outlined in condition (20)(G), prior to the issuance of building permits for more than 2,303 residential and 750,000 square feet of office space plus the golf course, or equivalent densities as determined by the Transportation Department.

B. Conditions on Residential Tracts: Tracts A, D, E, and F on Exhibit II. The Applicants propose to use the vast majority of the Property for the uses permitted in the R-25, R-12, R-9, R-TH, and R-MF zoning classifications of the Zoning Ordinance, although the underlying zoning for Tracts, A, D, E, and F will be R-9. The choice of quality residential accommodations will be provided by a mix of Single Family (SF) Detached, Estate, Cluster, Villa, Single Family Attached, Multi-Family (MF), and Retirement housing.

(1) Maximum Number of Units. The maximum number of residential units on Tracts A, D, E, and F, collectively shall be 2,303. This number of residential units results in an average density of 2.20 units/acre.

(2) Buffering. A one-hundred (100) foot buffer strip shall be provided along Powhite Parkway extended. A fifty (50) foot buffer strip shall be provided along Genito Road, Otterdale Road and Woolridge Road Extended. A thirty-five (35) foot buffer strip shall be provided along all other Greenspring collector roads. ]

(3) Corridor Overlay District Standards. Section 21-67.20(c) (Internal Circulation), Section 21-67.21(a) (Development Standards), and Section 21-67.23 (Limitation of Signs) of the Zoning Ordinance shall apply to all development in Tracts A, D, E, and F. At the request of the Applicants, the Planning Department may grant exceptions to the standards regarding Limitation of Signs.

(4) Site Development Criteria. In Tracts A, D, E, and F, sites shall be developed as generally described below and as outlined in Exhibit IV.

R-9  
(A) Estate. Estate lots shall have not less than 25,000 square feet of lot area and shall be developed with conventional detached single family products. Estate lots shall generally have high amenity value, such as water, golf course frontage or golf course views.

R-9  
(B) Single Family (SF) Detached. Single Family lots shall include conventional detached single family development.

R-9  
(C) Cluster. Cluster lots shall have detached and/or semi-detached single family development including patio home and zero lot line type products with a minimum lot size of 4,000 square feet.

R-7H  
(D) Villa. Villa residences may be either detached, semi-detached or attached product type including patio, zero lot line, duplex, triplex or quadplex unit types. Villas will be planned to use the golf course frontage or views with a minimum lot size of 2,500 square feet.

(E) Single Family Attached. Single family attached residences can be defined as attached residential development with a maximum density of ten (10) units to the acre.

R-FH

(F) Multi-Family (MF). Multi-family residences shall include attached and multi-family product of a variety of types.

R-ME

(G) Retirement. A residential facility comprised of residential units, with or without kitchen facilities, and such facilities as may be integral to the personal and therapeutic care of the residents thereof. Such facility shall be administered in such a manner as to restrict occupancy of residential units only to persons fifty-five (55) years of age or older. (When two persons related by blood or marriage desire to live together in a unit, only one of such persons must satisfy the fifty-five (55) years of age requirement). Residential units may be apartments containing no separate bedroom, with or without kitchen facilities, multifamily dwelling units, and single family attached units.

R-ME

(5) Use Exceptions. In Tracts A, D, E, and F boating, country club (which may include a pro-shop, health club, restaurant, cocktail lounge, snack bar and other uses incidental and related thereto), and other active and passive recreational and health facilities shall be permitted. Further, neighborhood-oriented retail and services as permitted in the B-1 Convenience Business District shall be allowed, along with the following uses: health clubs, banks or savings institutions with drive-in windows, one automobile service station as restricted below and liquor stores. Notwithstanding the preceding sentence, not more than 45,000 square feet of such neighborhood-oriented retail and service uses (other than as may be included in the country club) shall be allowed in Tracts A, D, E and F.

(A) The automobile service station shall comply with the Corridor Overlay District Standards other than Section 21-67.19 (Use Limitations) regarding minimum parcel size.

C. Conditions on Mixed Use Tracts: Tracts B and C on Exhibit II. The Applicants propose to use Tracts B and C for

SEE COND. 21  
ONLY  
PERMITTED  
IN TRACTS A,  
D, E & F IN  
AREAS DESIGNATED  
"RECREATION" OR  
"CLUBS" BY  
CONCEPTUAL  
DEVELOPMENT  
PLAN



offices, office services, retail business, hotel and inn/conference facilities except as provided below.

(1) Land Use on Tract B. Tract B may be developed with a motel or hotel containing no more than 350 rooms; and/or offices and office services; and/or retail business, at an average density not exceeding 15,000 square feet/acre, of which no more than 10,000 square feet may be devoted to retail business. However, all or part of Tract B may be used for residential uses.

(2) Land Use on Tract C. Tract C may be developed with an inn/conference facility containing no more than 300 rooms; and/or office and office service uses; and/or retail business, at an average density not exceeding 15,000 square feet/acre, of which no more than 10,000 square feet may be devoted to retail business. However, all or part of Tract C may be used for residential uses.

(3) Corridor Overlay District Standards. Unless otherwise provided herein, Sections 21-67.11 thru 21-67.24, inclusive, of the Zoning Ordinance shall apply to all non-residential development in Tracts B and C. Section 21-67.20(C) (Internal Circulation), Section 21-67.21(a) (Development Standards), and Section 21-67.23 (Limitation of Signs) of the Zoning Ordinance shall apply to all residential development in Tracts B and C. Exceptions to and clarifications of the above standards as they apply to Greenspring are as follows:

(A) Sec. 21-67.17. In the Greenspring development "major arterials" are defined as: the 200 foot right-of-way corridor reserved for the future extension of Powhite Parkway.

(B) Sec. 21-67.22. (h) (1) (a): Change the second sentence to read: Each required landscaped area shall contain a minimum of 100 square feet and have a minimum dimension of at least six (6) feet.

(C) The Planning Department, at the request of the Applicants, may grant exceptions to the standards set forth in Section 21-67.23 (Limitation of Signs) at the time of sign package approval.

See COND.  
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(4) Uses and Site Development Criteria.

(A) Permitted Uses. Tracts B and C shall be zoned O Office Business District, however, all B-2 Community Business District uses shall also be permitted. In addition, the following uses shall be permitted:

- (i) Auction sales.
- (ii) Cocktail lounges, dining halls  
nightclubs.
- (iii) Contractor's shop.
- (iv) Drive-in establishments.
- (v) Hotels and motels or motor courts,  
tourist homes.
- (vi) Office-warehouses when the warehouse  
area does not exceed seventy-five percent (75%)  
of the total gross building area.
- (vii) Recreational establishments, indoor.
- (viii) Wholesale trade.
- (ix) Commercial automobile parking.
- (x) Motor vehicle wash.
- (xi) Outside storage associated with a re-  
tail business.
- (xii) Communication studios and stations  
(not towers).
- (xiii) Electric lighting and wiring equip-  
ment, communication equipment (including radio  
and TV) and electric components and  
accessories - manufacturing.
- (xiv) Laboratories and other research and  
development facilities.

- (xv) Wholesale houses and distributors.
- (xvi) Motion picture production facilities.
- (xvii) Professional, scientific and controlling instruments; photographic and optical goods; watches and clocks (manufacture and repair).
- (xviii) Signs and advertising displays - manufacturing.
- (xix) All R-9 Residential District, RTH Residential-Townhouse District, and R-MF Residential Multi-Family District uses, as modified in this Application, shall be permitted, if a part of an approved subdivision or plan of development pursuant to Sections 21-67.1 through 21-67.10.

(B) Conditional Use. Veterinary hospital and indoor boarding kennels may be permitted as a Conditional Use if approved by the Planning Commission pursuant to Section 21-34 of the Chesterfield County Code.

(C) Open Space. The amount of open space remaining in any developed site (computed on an aggregate basis for all property within the respective classifications as set forth in this subsection (C)) will not be less than thirty-five percent (35%) of gross site area for Office uses and twenty-five percent (25%) of gross site area for Office/Service, Retail and combinations of the foregoing uses.

(D) Height Exception. A five (5) story exception to the three (3) story height limitation for buildings other than office buildings shall be permitted to allow hotels up to eight (8) stories in height.

##### 5. Benefits and Impacts.

The Applicants will comply with all of the jurisdictional requirements provided in the Zoning Ordinance for the Planning Commission to recommend approval of the Rezoning Application and for the Board of Supervisors to approve the same. Those standards are summarized as follows:

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A. The establishment, maintenance and operation of the proposed conditional uses will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. This is true because the Property will be developed in accordance with the Conceptual Master Plan, the Restrictive Covenants and the restrictions applicable to the Conditional Use Standards.

B. The proposed conditional uses will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the surrounding neighborhoods. In fact, Greenspring, because of the professional planning, golf course, substantial lakes and open space areas, natural vegetation, pedestrian orientation and extensive buffering, will cause surrounding property values to be enhanced.

C. The establishment of the proposed conditional uses will not impede the normal and orderly development and improvement of the surrounding property for uses permitted by the Zoning Ordinance because of the care and quality inherent in the proposed development and the phasing of Greenspring. The traffic study prepared by Wilbur Smith Associates will illustrate how Greenspring will be designed so as to minimize traffic impact.

D. The exterior architectural appeal and functional plan of Greenspring will enhance the property values within the area.

E. Adequate utilities, access roads, drainage and other necessary facilities have been or are in the process of being provided. As indicated above, the construction of such infrastructure will be phased based upon market demand.

F. Adequate measures have been or will be taken to provide ingress and egress designed so as to minimize traffic congestion within the public road system.

G. The proposed conditional uses, in all respects other than as expressly set forth herein, conform to the applicable regulations for the district in which they are located.

H. The retail and other use exceptions are necessary, desirable and appropriate with respect to the primary purpose of Greenspring to be a high quality planned community which

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offers incidental retail shopping, employment opportunities and services for the convenience of the neighborhood and others.

I. The highly conditioned uses permitted by such exception are not of such a nature or so located as to exercise a detrimental influence on the surrounding neighborhood, but rather will have a positive benefit on the neighborhood and will be located in close proximity to the Powhite Parkway Extended.

J. The area of retail development, as proposed, with restrictions herein, is reasonable in light of Greenspring's 1,312.7 acres of land to be developed.

K. The bulk exceptions requested herein are solely for the purpose of promoting an integrated site plan as shown on the Conceptual Master Plan, which will have a beneficial affect on the residents by increasing and preserving the amount of open space and vistas provided by the lakes, golf course and Swift Creek Reservoir.

L. Greenspring will provide high-quality housing and recreational opportunities to service the expansion of nearby employment centers.

M. Greenspring is a well-planned, aesthetically pleasing mixture of complimentary uses that together comprise the highest and best use of the Property.

N. Greenspring will provide for large tract development of an approximately 1,312.7-acre parcel of land located at the terminus of a major arterial highway in a coordinated and well planned manner.

O. The Applicants and the development team have extensive experience in accomplishing high-quality development projects in a manner that is consistent with the high standards set by Chesterfield County.

P. Greenspring will provide a major increase in the real estate tax base of Chesterfield County and will also cause a very substantial and beneficial "ripple" tax effect for the County by increasing employment, business, sales and other taxes.

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Q. Greenspring will evolve over a period of approximately fifteen (15) years in an orderly, phased development process.

R. Greenspring will provide an economic balance with the concentration of planned commercial development in the area.

6. Conclusion.

For the reasons set forth above, the Applicants respectfully request that the Planning Staff and Planning Commission recommend approval, and that the County Board of Supervisors approve the rezoning requests for Greenspring as set forth in this Application.

Respectfully submitted,

HIRSCHLER, FLEISCHER,  
WEINBERG, COX & ALLEN  
A Professional Corporation

By: Jay M. Weinberg  
Jay M. Weinberg

By: James W. Theobald  
James W. Theobald

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8. LIST OF EXHIBITS

- |             |   |                                       |
|-------------|---|---------------------------------------|
| Exhibit I   | - | Compiled Map                          |
| Exhibit II  | - | Conceptual Master Plan                |
| Exhibit III | - | Conceptual Site Development Plan      |
| Exhibit IV  | - | Residential Site Development Criteria |

EXHIBIT IV

GREENSPRING - Residential Site Development Criteria  
Page 1

April 1, 1988

SITE TYPE	MINIMUM LOT AREA	MINIMUM LOT WIDTH	PERCENT OF LOT COVERAGE	FRONT YARD SETBACK	SIDE YARD SETBACK	CORNER SIDE YARD SETBACK	REAR YARD SETBACK	MAXIMUM BUILDING HEIGHT	PARKING SPACES/ UNIT
Estate (+/- 1 acre lots)	25,000 s.f.	120'	25%	50'	15'	40' See Note 1	40'	lesser of 3 stories or 40'	1
Single Family Detached (+/- 1/4, 1/3, and 1/2 acre lots)	9,000 s.f.	70'	30%	25'	7.5'	25' See Note 3	25'	lesser of 3 stories or 40'	1
Cluster (less than 1/4 acre lot - includes patio & zero lot line homes)	4,000 s.f.	40'	35%	20' to Private Drive 15' to Parking 25' to R.O.W. 25' to Property Line 15' Parking to R.O.W. See Note 4	7.5'	25'	25'	lesser of 3 stories or 40'	1

- NOTES: 1. If corner lot is back to back with another corner lot, it shall have a corner side yard not less than 25'. [Sec. 21-80]  
 2. Corner lots back to back with another corner lot shall have a corner side yard of not less than 20'. [Sec. 21-97 (e)]  
 3. Corner lots back to back with another corner lot shall have a side yard not less than 15'. [Sec. 21-102 (e)]  
 4. Private drives and flag lots shall be allowed as required within single family tracts.  
 5. General Note applicable to all residential zoning categories: Cul-de-sac lots shall have a minimum frontage of twenty feet (20') on a public street.



SITE TYPE	MAXIMUM DWELLING UNITS/ACRE	MINIMUM PARCEL SIZE	MINIMUM LOT AREA	MINIMUM LOT WIDTH	PERCENT							MAXIMUM UNITS/ GROUP	MINIMUM COMMON AREA	RECREATIONAL AREA REQUIRED	MAXIMUM BUILDING HEIGHT	PARKING SPACES/ UNIT
					OF PARCEL COVERAGE FOR BLDGS	FRONT YARD SETBACK	SIDE YARD SETBACK	CORNER SIDE YARD SETBACK	REAR YARD SETBACK	FRONT YARD SETBACK	REAR YARD SETBACK					
Villas (includes: patio, zero lot line, duplex, triplex or quadplex units)	10	1 ac.	2,500 s.f.	40'	40X	20' to Private Drive 15' to Parking 25' to ROM 25' to Property Line 15' Parking to ROM	7.5'	15'	30'	4	20X	See Note 1	3 stories or 40'	2	See Note 2	
Single Family Attached	10	4 ac.	1,280 s.f.	16'	40X	20' to Private Drive 15' to Parking 25' to ROM 25' to Property Line 15' Parking to ROM	10'	20'	20'	10	20X	See Note 1	3 stories or 40'	2	See Note 2	

NOTES: 1. See staff conditions *See COND 23*

- 2. The parking requirement may include up to 1 garaged space per unit or 1 visitor space within the aggregate site parking area.
- 3. Minimum lot area will not apply to condominium ownership development.

*2*  
*See Note 2*  
*COND 24*

SITE TYPE	MAXIMUM DWELLING UNITS/ACRE	MINIMUM PARCEL SIZE	MAXIMUM DWELLING UNITS/FLOOR	PERCENT OF PARCEL COVERAGE	FRONT YARD SETBACK	BUILDING TO BUILDING SEPARATION	RECREATIONAL AREA REQUIRED	MAXIMUM BUILDING HEIGHT	PARKING SPACES/UNIT
Multi Family	15	5 ac.	16	40%	20' to Private Drive 15' to Parking 25' to ROW 25' to Property Line 15' Parking to ROW See Note 1	15' plus 5' for each story above 3 stories	See Note 1 on Page 2	See Note 1 on lesser of 4 stories or 55'	Efficiency: 1.25 1-Bedroom: 1.90 2-Bedroom: 1.75 3 or More Bedrooms: 2.00
Retirement	30	3 ac.	36	See Note 3	20' to Private Drive 15' to Parking 25' to ROW 25' to Property Line 15' Parking to ROW	15' plus 5' for each story above 3 stories	See Note 1	See Note 1 on lesser of 8 stories or 96'	2.0 per unit

NOTES: 1. Although no recreational area will be required for individual parcels, it is assumed that common recreational area will exist See COND. 23  
country club and other community facilities.

2. Facilities may include the following ancillary service areas: a. Dining room and area for food preparation and storage; b. Physical therapy room; c. Recreation room; d. Library or sitting area; e. Arts, crafts and activities areas; f. Retail and service facilities, including See COND. 29 but not limited to administrative offices, barber and beauty shop, cleaners, clothing sales, gift and flower shop, drugs, food and sundries book store, bank, and medical office, provided that any retail activities shall be located within a principle building on the premises and no signs or announcements shall be displayed on the exterior of the building; g. Lobby and day room; and, h. Private visitation rooms.

3. The aggregate area of the lot or site covered by buildings, driveways and parking areas shall not exceed the following: a. Buildings two stories or less in height, sixty-five percent (65%); b. Buildings three or more stories in height, fifty percent (50%).

4. The mix of dwelling units within a retirement residential facility shall be ten percent (10%) efficiency units, fifty percent (50%) one bedroom units, and forty percent (40%) two bedroom units, unless otherwise approved by the Planning Commission at the time of site plan approval. See COND. 26  
The maximum number of units within a retirement residential facility shall not exceed two hundred (200) dwelling units.

5. If increased densities are approved in accordance with Chesterfield County staff's conditions, the permitted maximum building height shall not exceed seven (7) stories or eighty-five feet (85'), and the maximum number of dwelling units per floor shall not exceed twenty-four (24).

AMENDMENT TO CONDITIONAL USE PLANNED DEVELOPMENT  
CASE 88S008 ON SUBJECT PROPERTY ONLY AS FOLLOWS:  
(REVISED)

1. The Textual Statement, titled Greenspring: Conditional Use and Zoning Application, revised April 1, 1988, including the "Residential Site Development Criteria" table, Exhibit IV and the conditions of zoning for Case 88S008 and the Conceptual Master Plan, prepared by J. K. Timmons and Associates, dated June 15, 1995, and revised July 18, 1995 to add a forty-five foot (45') right of way for Old Hundred Road, shall be the Master Plan for the subject property, except as stated herein. And further, provided that the subject property shall be permitted to be considered as a separate project from the remaining portion of that land area covered under 88S008.

*See  
Amendment  
8/15/95*

~~6. Initial access for the subject property shall be via Powhite Parkway Extended/Old Hundred Road with the exceptions of access to Tract F and access to Tract E to allow development of not more than 53 residential lots.~~

7. The requirement of Condition 22 in the Textual Statement of Case 88S008 to construct the improvements outlined in Condition 20 (A) of the Textual Statement of Case 88S008 at the initiation of construction of Powhite Parkway Extended through Parcel 8 on Tax Map 35 (1) shall be deleted.

8. The requirement to dedicate sixty-five (65) acres and reserve thirty-five (35) acres for purchase for use by Chesterfield

County Schools contained in Condition 30 of the Textual Statement of Case 88S008 shall be deleted. In lieu of this requirement, the Applicant proffers the following:

A. Prior to any final tentative subdivision or site plan approval, a minimum of twenty (20) acres shall be dedicated to and for Chesterfield County, free and unrestricted, for public use. The exact location of this acreage shall be approved by Chesterfield County prior to any tentative subdivision or site plan approval.

B. For the first 1000 lots/units, the Applicant, subdivider or assignee(s) shall pay the following to the County of Chesterfield, at the time of building permit application, for infrastructure improvements for school facilities within the service district for the subject property:

1. One Hundred Seventy-One Dollars (\$171.00) per lot/unit if paid on or before June 30, 1996; or

2. The amount approved by the County Board of Supervisors not to exceed \$171.00 per lot/unit adjusted upward by any increase in the Marshall and Swift Building Cost Index between July 1, 1995 and July of the fiscal year in which the payment is made if paid after June 30, 1996.

C. Prior to any final tentative subdivision or site plan approval, a minimum amount of acreage sufficient to allow the construction of at least two (2) playing fields at customary and usual expense shall be reserved for purchase by Chesterfield County for public use. The exact amount, location and configuration of this acreage shall be approved by Chesterfield County prior to any

80

such reservation; provided however, that such acreage shall be contiguous to the twenty (20) acres to be dedicated to the County of Chesterfield identified in paragraph 8 (A) above.

11. Condition 21 of Case 885008 shall be deleted. Further, paragraph 5 on Page 16 of the Textual Statement shall be amended to allow a free-standing restaurant in Tract F and to allow those commercial uses specified as assessory to recreational and retirement uses in Tracts A, D, E and F.

We hereby proffer the following  
additional conditions for Case

955N0307:

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PLANNING DEPT.

2. With the exception of timbering  
which has been approved by the  
Virginia State Department of  
Forestry for the purpose of  
removing dead or diseased trees,  
there shall be no timbering  
until a land disturbance  
permit has been obtained from  
the Environmental Engineering  
Department and the approved  
devices have been installed.

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PAGE 2 OF 3

3. Within TRACTS A, D, E and F,  
Storm-water runoff shall be  
controlled such that the post-  
development total phosphorus load  
shall not exceed 0.22 pound per  
acre per year.

~~Signature~~

4. Within TRACT C, Stormwater  
runoff shall be controlled such  
that the post-development total

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DIRECTOR  
PLANNING DEPT.

4. Within TRACT C, stormwater

Runoff shall be controlled such

that the post-development total

phosphorus load shall not exceed

0.35 pound per acre per year.

Provided however that if the

Zoning Ordinance is amended subsequent  
~~to add a REQUIRE~~

to the approval of this application  
to REQUIRE a ~~provision~~ <sup>provision</sup> for greater phosphorus load  
control for those areas identified in the Plan for  
Stormwater runoff in Tract C Chesterfield  
for uses other than

shall be controlled in accordance <sup>2.2 dwelli.</sup>  
units

with the amended phosphorus load <sup>per</sup>  
designated in the amended ordinance <sup>acre,</sup>

~~for those areas located~~

S. Bill [Signature]

8/15/95

Signature



AMENDMENT TO CONDITIONAL USE PLANNED DEVELOPMENT  
CASE 88S008 ON SUBJECT PROPERTY ONLY AS FOLLOWS:

1. The Textual Statement, titled Greenspring: Conditional Use and Zoning Application, revised April 1, 1988, including the "Residential Site Development Criteria" table, Exhibit IV and the conditions of zoning for Case 88S008 and the Conceptual Master Plan, prepared by J. K. Timmons and Associates, dated June 15<sup>th</sup>, 1995, shall be the Master Plan for the subject property, except as stated herein. And further, provided that the subject property shall be permitted to be considered as a separate project from the remaining portion of that land area covered under 88S008.

2. All references and requirements relating to golf in the Textual Statement and conditions of zoning for Case 88S008 shall be deleted.

3. The requirement to restore the Tomahawk and the Ellett Hancock structures shall be deleted.

4. All references and requirements relating to the plan entitled "Conceptual Site Development Plan - Greenspring - Chesterfield County, Virginia" in the Textual Statement and conditions of zoning for Case 88S008 shall be deleted.

5. The requirements to dedicate right of way along Otterdale Road and that portion of Powhite Parkway Extended which are not within the limits of the subject property shall be deleted.

6. Initial access for the subject property shall be via Powhite Parkway Extended/Old Hundred Road with the exceptions of access to Tract F and temporary access to Tract E.

7. The requirement to construct the improvements outlined in Condition 20 (A) of the Textual Statement of Case 88S008 at the initiation of construction of Powhite Parkway Extended through Parcel 8 on Tax Map 35 (1) shall be deleted.

8. The requirement to dedicate sixty-five (65) acres and reserve thirty-five (35) acres for purchase for use as Chesterfield County Schools (Condition 30 of Case 88S008) shall be deleted. In lieu of this requirement, the Applicant proffers the following: A minimum of twenty (20) acres shall be dedicated to Chesterfield County for an elementary school, free and clear of title defects, either within or adjacent to the subject property. In addition, a cash proffer is made in the aggregate amount of One Hundred Seventy-One Thousand Dollars (\$171,000.00) calculated at nineteen (19) acres times the currently assessed value by the County of Nine Thousand Dollars (\$9,000.00) per acre. This cash proffer is to be paid over time as lots are sold on the subject property consistent with an Office of Budget and Management approved payment schedule.

9. The on-site water distribution system shall be designed to allow a loop connection with future development north and/or northeast of the subject property. (Note: This replaces Condition 14 of Case 88S008 on the subject property.)

10. The requirements of Conditions 7, 9, 11 and 20 of Case 88S008 shall be deleted.

11. Condition 21 and paragraph 5 on Page 16 of the Textual Statement of Case 88S008 shall be amended to allow a free-standing restaurant in Tract F and to allow commercial uses as assessorly to the recreational and retirement uses.

12. Amendment to the Textual Statement of Case 88S008 to add Tract G. Uses permitted in Tract G shall be those permitted by right or with restrictions in the C-1 District and development shall conform to the requirements of C-1 Districts in Emerging Growth District Areas.

Further, residential uses shall be permitted as outlined for Tracts A, D, E and F and such uses shall comply with the requirements for those uses in such Tracts.

S. B. J. P. J. 6/11/95

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**DIRECTOR  
PLANNING DEPT.**

CASE #95SN0307  
APPLICANT: S. BRODERICK PETERS, JR.

In 1988, the Board of Supervisors approved a Conditional Use Planned Development (CASE #88S008, "Original Greenspring") of approximately 1,300 acres for a mixed use development that included retail, office, and residential land uses. The Board accepted several transportation conditions addressing maximum density, right-of-way dedications, access control and construction of mitigating road improvements. The Board restricted the maximum density of the Original Greenspring Development to 2,303 residential units, 193,000 square feet of retail, 1,250,000 square feet of office and a 300-room inn/conference center, or equivalent densities based on traffic generation. Original Greenspring was anticipated to generate approximately 43,360 average daily trips.

The applicant is seeking amendments to the 1,300 acre Original Greenspring Conditional Use Planned Development in order to develop the subject 810 acres independently of the Original Greenspring project. The applicant will provide some of the road improvements required in the original Greenspring zoning. That property which is not included in this request, but which was zoned as a part of the original Greenspring project will continue to be subject to the original zoning conditions. Specifically, all requirements on Original Greenspring will remain in force and will be the responsibility of the owners of the remaining land which was originally zoned but not included in this request.

The applicant has indicated the intent to develop approximately 1,350 residential units, 152,000 square feet of office/warehouse, and 50,000 square feet of retail on the 810 acres. If the applicant's request is approved, the permissible density for the acreage not included in this request will be reduced by an amount equivalent to the density requested by this applicant. This development could generate 13,560 average daily trips. These vehicles will be distributed along Powhite Parkway Extended, Old

Hundred Road and Otterdale Road which had 1994 traffic counts of 10,270, 3,127 and 687 vehicles per day, respectively, and Genito Road and Woolridge Road which had 1995 traffic counts of 9,085 and 6,977 vehicles per day, respectively.

Existing conditions of zoning require right-of-way dedications for Genito Road, Otterdale Road, Powhite Parkway Extended and Old Hundred Road prior to the issuance of any building permits. Otterdale Road and part of the Powhite Parkway Extended are not within the boundaries of the subject property. One of the applicant's requested amendments would relieve this applicant from the requirement to dedicate "off-site" right-of-way on Otterdale Road and part of the Powhite Parkway Extended. Right-of-way dedications for Genito Road, Old Hundred Road and the part of Powhite Parkway which lies within the boundaries of the subject property will still be provided. The "off-site" right-of-way dedications along Otterdale Road and the remaining part of Powhite Parkway Extended will remain a requirement for the remaining Greenspring Development not included as a part of this request.

Old Hundred Road Extended is identified on the Thoroughfare Plan as a ninety (90) foot wide right of way extending along the northern boundary of the subject property. The Textual Statement and Master Plan for the subject property proposes dedication of forty-five (45) feet of right-of-way for Old Hundred Road Extended. The applicant's plan suggests that the remaining forty-five (45) feet of right-of-way would be provided by the adjacent property owner to the north. In order to construct a public road, a minimum of fifty (50) feet of right-of-way width is required. The applicant should be required to dedicate this minimum width. (Condition \_\_\_\_\_)

A condition of existing zoning requires that initial access be provided via Powhite Parkway Extended/Old Hundred Road. Genito Road, Otterdale Road, and other roads bordering Greenspring are inadequate to accommodate significant volumes of additional traffic. The applicant has requested an amendment to this condition which

allows initial access to Genito Road. Staff does not support this amendment. (Amendment 6).

The applicant has also requested an amendment relating to construction of Powhite Parkway Extended. Existing conditions of zoning require construction of two (2) additional lanes of the Powhite Parkway Extended from the Brandermill Parkway/Powhite Parkway intersection to the "Collector Loop Road" shown on the Master Plan and four (4) lanes of Powhite Parkway Extended through the entire property which was originally zoned. The condition requires that these lanes be provided when construction of the Powhite Parkway Extended is initiated on the adjacent property to the west (Parcel 8 on Tax Map 35 (1)) regardless of any development activity on the subject property. The applicant is seeking relief from the requirement to provide the lanes when construction is initiated on this adjacent property. Staff supports this amendment. (Amendment 7). The approval of this amendment will mean that the Powhite Parkway Extended improvements, including the improvements across the subject property, will be the responsibility of the owners of the remaining property originally zoned and not included in this request.

The required road improvements on the existing zoning include: 1) construction of four (4) lanes of Powhite Parkway Extended; 2) construction of four (4) lanes of Woolridge Road Extended and Collector Loop Road, if necessary; 3) ditch and shoulder improvements along Otterdale Road and Genito Road; 4) if required, construction of left and right turn lanes along Otterdale Road, Genito Road, and Powhite Parkway Extended at each approved access; 5) if warranted, full cost of traffic signalization at each access onto Otterdale Road, Genito Road, Powhite Parkway Extended and all internal roads; and 6) construction of two (2) lanes of Powhite Parkway Extended and two (2) lanes of Woolridge Road Extended across the adjacent property (Parcel 8 on Tax Map 35(1)). A phasing plan for these required road improvements may be submitted to the Transportation Department for approval. The applicant has indicated an intent to submit a phasing plan which would reduce the required improvements as

follows for development of the subject property: 1) from four (4) lanes to two (2) lanes for Woolridge Road Extended with adequate turn lanes from Genito Road north to its intersection with the Collector Loop Road; and 2) from four (4) lanes to two (2) lanes of Collector Loop Road with adequate turn lanes from Woolridge Road Extended to Powhite Parkway Extended/Old Hundred Road. Staff will require the developer to provide left and right turn lanes along Genito Road at the Woolridge Road/Woolridge Road Extended intersection and along Powhite Parkway Extended/Old Hundred Road at its intersection with the Collector Loop Road with development of the subject property. Due to its vertical alignment east of the Woolridge Road Extended intersection, sight distance along Genito Road is limited. Genito Road will need to be reconstructed to obtain adequate sight distance. In order to construct Woolridge Road Extended and provide adequate sight distance and turn lanes along Genito Road, "off site" right-of-way will be needed. The developer will be responsible for providing adequate sight distance, turn lanes, right-of-way, shoulder and ditch improvements along Genito Road, and traffic signalization, if warranted, at the Woolridge Road/Woolridge Road Extended/Genito Road intersection and at the Powhite Parkway Extended/Old Hundred Road/Collector Loop Road intersection.

All road improvements required by the original conditions of zoning which are not provided by the applicant will be the responsibility of the owners of the remaining land which was originally zoned and not included in this request.

At time of site plan or tentative subdivision approval, specific recommendations will be provided regarding road alignments, internal circulation, access, and mitigating road improvements.

**CONDITION:**

The Textual Statement, titled Greenspring: Conditional Use and Zoning Application, revised April 1, 1988, including the "Residential Site Development Criteria" table,

Exhibit IV and the conditions of zoning for Case 88S008 and the Conceptual Master Plan, prepared by J.K. Timmons and Associates, dated June 15, 1995, and revised July 18, 1995, to add a forty-five foot (45') right-of-way for Old Hundred Road, shall be the Master Plan for the subject property, except as stated herein. Specifically, a fifty (50) foot wide right-of-way along the northern part of the subject property for Old Hundred Road Extended shall be dedicated, free and unrestricted, to and for the benefit of Chesterfield County. The exact location of this right-of-way dedication shall be approved by the Transportation Department. And further, provided that the subject property shall be permitted to be considered as a separate project from the remaining portion of that land area under 88S008.

(This condition supersedes Condition 1 of the Textual Statement.)

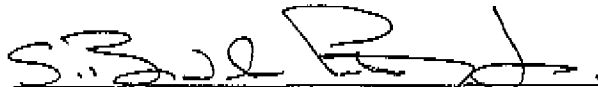


FILE

We hereby proffer the following additional condition for Case 95SN0307:

PROFFERED CONDITION

- 5. Prior to removing any dead or diseased trees, an erosion control plan shall be submitted to, and approved by, Environmental Engineering and the approved plan shall be implemented. Upon approval of the plan by Environmental Engineering, it shall be filed with the Virginia State Department of Forestry.

  
Signature

9/5/95  
Date

RECEIVED

AUG 29 1995

DIVISION OF  
PLANNING DEPT.

CONDITIONS FOR OFFICIAL  
1ST 3RD 3/15/95 PUBLIC HEARING

We hereby proffer the following additional conditions for Case 95SN0307:

2. With the exception of timbering which has been approved by the Virginia State Department of Forestry for the purpose of removing dead or diseased trees, there shall be no timbering until a land disturbance permit has been obtained from the Environmental Engineering Department and the approved devices have been installed.
3. Within Tracts A, D, E and F, stormwater runoff shall be controlled such that the post-development total phosphorus load shall not exceed 0.22 pound per acre per year.
4. Within Tract C, stormwater runoff shall be controlled such that the post-development total phosphorus load shall not exceed 0.35 pound per acre per year. Provided, however, that if the Zoning Ordinance is amended subsequent to the approval of this application to require a lesser or greater phosphorus load control for those areas identified in the Plan for Chesterfield for uses other than 2.2 dwelling units per acre, stormwater runoff in Tract C shall be controlled in accordance with the phosphorus load designated in the amended Ordinance.

S. B. J. R.  
Signature

AUG. 15, 1995  
Date

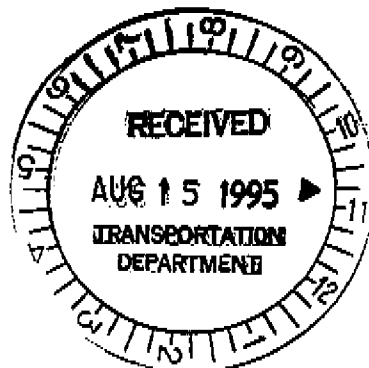
**AMENDMENT TO CONDITIONAL USE PLANNED DEVELOPMENT  
CASE 888008 ON SUBJECT PROPERTY ONLY AS FOLLOWS:  
(REVISED)**

6. Initial access for the subject property shall be via Powhite Parkway Extended/Old Hundred Road with the exception of access to Tract F.

NOTE: PLEASE SUBSTITUTE THE FOREGOING PARAGRAPH 6 IN LIEU OF THE PARAGRAPH 6 PREVIOUSLY SUBMITTED.

DATE: AUGUST 15, 1995

*S. J. L. Rand*



S. BRODRICK PETERS, JR.

ATTORNEY AT LAW  
8515A MAYLAND DRIVE  
RICHMOND, VIRGINIA 23294

(804) 346-5000  
FAX (804) 747-3777

August 1, 1995

Mr. Thomas E. Jacobson, AICP, P.E.  
Director of Planning  
Chesterfield County  
County Administration Building  
Chesterfield, Virginia 23832

BY HAND

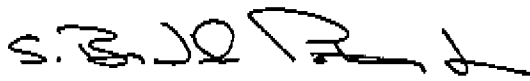
Re: Greenspring - A Planned Residential Community Amended  
Zoning of Conditional Use Planned Development  
Application (Revision)

Dear Mr. Jacobson:

Reservoir Development Corporation, Reservoir Land Associates and The Rose Trust (collectively, the "Applicant") hereby submit the attached revisions to the Applicant's amended zoning request previously submitted on June 19, 1995. The paragraph numbers correspond to the numbered paragraphs contained in my previous submission and replace those same paragraphs in full. Only revised paragraphs are included. The balance of the paragraphs remain unchanged.

For the reasons previously set forth in my letter dated June 19, 1995, the Applicant respectfully requests that the Planning Staff and Planning Commission recommend approval of the revised amended zoning request, and that the County Board of Supervisors approve same for the Subject Property as set forth in the revised Application.

Respectfully submitted,



S. Brodrick Peters, Jr.

RECEIVED

AUG 01 1995

DIRECTOR  
PLANNING DEPT.

such reservation; provided however, that such acreage shall be contiguous to the twenty (20) acres to be dedicated to the County of Chesterfield identified in paragraph 8 (A) above.

11. Condition 21 ~~of the Textual Statement~~ of Case 88S008 shall be deleted. Further, paragraph 5 on Page 16 of the Textual Statement shall be amended to allow a free-standing restaurant in Tract F and to allow those commercial uses specified as assessorly to recreational and retirement uses in Tracts A, D, E and F.

S. BRODRICK PETERS, JR.  
ATTORNEY AT LAW  
8515A MAYLAND DRIVE  
RICHMOND, VIRGINIA 23294

(804) 346-5000  
FAX (804) 747-3777

June 19, 1995

*See revision  
req. 8/1/95  
JP*

BY HAND

**RECEIVED**

**JUN 13 1995**

**DIRECTOR  
PLANNING DEPT.**

Mr. Thomas E. Jacobson, AICP, P.E.  
Director of Planning  
Chesterfield County  
County Administration Building  
Chesterfield, VA 23832

RE: Greenspring - A Planned Residential Community Amended Zoning  
of Conditional Use Planned Development Application

Dear Mr. Jacobson:

Reservoir Development Corporation, Reservoir Land Associates and The Rose Trust (collectively, the "Applicant") hereby apply for amended zoning on the subject property consisting of approximately 809.509 acres of the original Conditional Use Planned Development for the planned residential community of Greenspring, all as more particularly depicted on the Conceptual Master Plan simultaneously filed herewith (the "Subject Property").

Insofar as this Applicant seeks only limited amendments to the Conditional Use Planned Development, reference is made to the original application previously submitted by Hirshler, Fleischer, Weinberg, Cox & Allen as revised April 1, 1988 as well as the additional conditions imposed and approved by the County Board of Supervisors for an exhaustive explanation of the existing zoning. This explanation includes responses to Items 5 and 6 of the Land Use Amendment Application filed herewith except as otherwise hereinafter provided.

The attached twelve (12) amendments, made a part hereof, are the only changes requested by the Applicant. Taken together, they allow the Applicant to proceed with the orderly development of a portion of the original Greenspring CUPD; remove the plans for a golf course

Mr. Thomas E. Jacobson, June 19, 1995, Page 2.

thereby decreasing the density of development while improving environmental ramifications of same; remove certain conditions which no longer impact the Subject Property or which have been adequately addressed elsewhere, and remove or amend certain proffered conditions which rendered development of Greenspring economically impractical.

The provision for a school site has been retained but has been reduced proportionately to reflect the percentage that the Subject Property bears to the original acreage in the CUPD. Amendments 11 and 12 increase the use flexibility on Tracts E and F so as to assist the Applicant in meeting the substantial costs associated with the pre-existing proffers largely related to road improvements. Specifically, the Applicant will construct a two-lane "loop" road connecting Genito Road to Powhite Parkway Extended/Old Hundred Road; a distance of just under two (2) miles.

For the reasons set forth above, the Applicant respectfully requests that the Planning Staff and Planning Commission recommend approval, and that the County Board of Supervisors approve the amended zoning request for the Subject Property as set forth in this Application.

Respectfully submitted,



S. Brodrick Peters, Jr., Applicant

**AMENDMENT TO CONDITIONAL USE PLANNED DEVELOPMENT  
ON SUBJECT PROPERTY ONLY AS FOLLOWS:**

1. A new "Conceptual Master Plan" is being submitted which relates solely to the Subject Property and allows this property to be treated as a separate project.
2. The obligation to construct a golf course on the Subject Property is sought to be removed. However, a golf course may be located on the remaining acreage of Greenspring I.
3. The requirement to restore the Tomahawk and the Ellett Hancock structures is sought to be removed since the Tomahawk structure has burned down and the Ellett Hancock structure has deteriorated beyond repair since the original zoning approximately seven years ago.
4. A new "Conceptual Site Development Plan" would no longer be required in view of the submission of the new "Conceptual Master Plan".
5. The requirements to dedicate right of way along Otterdale road and that portion of Powhite Parkway Extended which are not within the limits of the Subject Property are sought to be deleted.
6. We are requesting that limited development be allowed to assist in generating funds necessary to construct a multi-million dollar loop road to connect Genito with Powhite Parkway Extended/Old Hundred Road.
7. The obligation to construct Powhite Parkway is sought to be removed. The original requirements for these road improvements contributed to rendering the project economically unfeasible.
8. The Subject Property consists of approximately 60% of the original Greenspring I acreage. Therefore, we are requesting that we provide 60% of the 65 acres committed in the current master plan for a school site. We are offering to dedicate 20 acres for an elementary school site with a cash proffer equal to the assessed value of 19 contiguous acres.
9. This requested amendment retains the requirement that the on-site water distribution system be designed to accommodate future development north and/or northeast of the Subject Property but removes references to QueensMill West which does not exist and is no longer contemplated.
10. This requested amendment removes certain conditions which are either no longer applicable in view of the other requested amendments or have been otherwise satisfied.
11. We are requesting the allowance of a free-standing restaurant on the property south of Genito Road and the allowance of commercial uses as accessory to the recreational and retirement uses.
12. This requested amendment allows limited commercial uses on approximately six acres to be located at the intersection of Woolridge Road Extended and the loop road. However, the flexibility to keep this acreage for residential development is retained.



July 20, 1995  
Randy Phelps

95SN0307  
S. Brodrick Peters, Jr.  
Amend CUPD 88S008

## UTILITIES

### Public Water System

The request site is served by a 16" water main located along Genito Road. A 12" water main is located at the intersection of Old Hundred Road and Brandermill Parkway, approximately 2,000 feet east of the site. The use of the public water system is required as a condition of the original zoning case 88S008 (condition 13). Condition 14 of that case required that the design of the on-site water distribution system allow for a loop connection to the Queensmill West development. Condition 9 of the current case seeks to modify the wording of that requirement by deleting "...connecting north eastward to the lines into Queensmill West" and replacing that verbiage with "...connection with future development north and/or northeast of the subject property".

The results of a computer simulated flow test indicate that with the extension of properly sized water lines, and a loop between the 16" line on Genito Road and the 12" line at Brandermill Parkway, sufficient flow and pressure should be available to meet the domestic and fire protection demands of the proposed development. Fire flow requirements are established and coordinated through Fire Administration.

### Public Wastewater System

The request site is served by a 60" wastewater trunk located along Genito Road and the lower end of Tomahawk Creek. The use of the public wastewater system, and the extension of appropriately sized trunks along Tomahawk and Swift Creeks is required as conditions of case 88S008 (conditions 13 and 15).

The results of a computer simulated hydraulic analysis indicate that sufficient capacity will be available to support the proposed development.


Applicant: S. Brodrick Peters  
Zoning Case: 95SN0307

**Fiscal Impact Section:**

The proposed zoning amendment will not result in any additional dwelling units over the units currently permitted on this portion of the original planned residential community of Greenspring.

Under the original Greenspring zoning, dedication of sixty-five (65) acres and reservation for purchase of an additional thirty-five (35) acres was proffered for use by County Schools and Parks and Recreation. Under the proposed amendment, the applicant has reduced this proffer proportionately to reflect the percentage that this subject request represents of the original Greensprings zoning.

The applicant's current proffer is to dedicate twenty (20) acres for use by County Schools and to pay the balance of the pro-rated amount, in cash, on a per lot basis. County School staff have indicated that this proffer will address their needs. With respect to Parks and Recreation, the applicant has agreed to reserve for purchase acreage sufficient to allow for construction of at least two athletic fields. This acreage is to be adjacent to the twenty acre school site. Parks and Recreation has indicated that this proffer will address their immediate needs in this area.

*rev.  
recd. 8/2/95*  


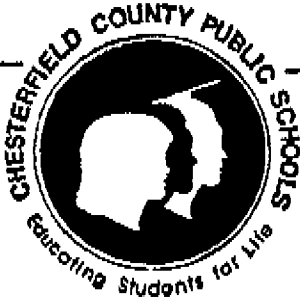
Proposed Revision to:  
Condition 8.

8. The requirement to dedicate sixty-five (65) acres and reserve thirty-five (35) acres for purchase for use by Chesterfield County Schools (Condition 30 of Case 88SN008) shall be deleted. In lieu of this requirement, the Applicant proffers the following:

A. A minimum of twenty (20) acres shall be dedicated to Chesterfield County, free and clear of title defects, for use by the Chesterfield County School Board; and


B. For the first 1000 lots/units, the applicant, subdivider, or assignee(s) shall pay the following to the County of Chesterfield, at the time of building permit application, for infrastructure improvements for school facilities within the service district for the property:

1. \$171 per lot if paid on or prior to June 30, 1996; or
2. The amount approved by the Board of Supervisors not to exceed \$171 per lot adjusted upward by any increase in the Marshall and Swift Building Cost Index between July 1, 1995 and July of the fiscal year in which the payment is made if paid after June 30, 1996.



**CHESTERFIELD COUNTY PUBLIC SCHOOLS**

Superintendent Thomas R. Fulghum

**TO: JIM BOWLING**  
**FROM: LISA DINUNNO**   
**SUBJECT: REZONING CASE 95NO307/GREENSPRING**  
**DATE: JULY 13, 1995**

Approximately 834 school-aged children will be generated by this revised request. The site lies in the Watkins Elementary School, Midlothian Middle School, and Midlothian High School attendance areas. The membership numbers are as follows:

SCHOOL	PROGRAM CAPACITY*	SEPT '95 PROJECTED ENROLLMENT
Watkins Elementary	879	711
Midlothian Middle	1350	1224
Midlothian High	1750	1173

\* The School Administration reviews and revises the program capacities for all County schools regularly. Program capacity is affected by the number of special programs in each school that require a different use of space, and the current program capacity may change from year to year.

Watkins Elementary and Midlothian High were relieved recently by the opening of Weaver Elementary and James River High in September, 1995. This development, however, will still have an impact on area schools, particularly at the middle school level. Rapid growth is continuing in this area with other approved or planned subdivisions and continued building in existing subdivisions. Due to significantly higher growth problems and priorities in the central and eastern parts of the County and limited available resources for new facilities County-wide, no additional school facilities are currently targeted for the funding planned to serve this area through the year 2000. Proffer 8 is acceptable in assisting to meet the school division's needs resulting from the impact of this case.

LD/d

**INSTRUCTIONAL TECHNOLOGY AND INFORMATION MANAGEMENT**  
Post Office Box 10 • Chesterfield, Virginia 23832  
(804) 748-1435 • FAX (804) 796-7179 • TDD (804) 748-1638  
Equal Opportunity Employer

## GROSS PRINCIPLES

21.1-271 DOES ~~NOT~~ REQUIRE PROP. OWNER'S APPROVAL TO FILE SCHEMATIC PLANS. WE ~~DON'T~~ REQUIRE PROPERTY OWNER'S APPROVAL ON ANY TYPE OF APPLICATION FORM.

NO  
BAM

~~IF SCHEMATIC MERELY SHOWS LAND USES ON PROPERTY OTHER THAN THE APPLICANT'S PROPERTY, WE MAY REVIEW WITHOUT THE "OTHER" PROPERTY OWNER'S APPROVAL AS LONG AS WE ASSUME THE LEAST COMPATIBLE USES AND ALL MITIGATION MEASURES ARE ON THE APPLICANT'S PROPERTY.~~

~~IF THE SCHEMATIC IS FOR THE PURPOSE OF MAKING COMMITMENTS ON THE PHASING/LOCATIONS OF INFRASTRUCTURE ITEMS, I THINK ALL PARTICIPANTS SHOULD BE PARTY TO THE SCHEMATIC.~~



COUNTY OF  
CHESTERFIELD  
VIRGINIA  
MEMO

---

TO: Thomas E. Jacobson, Director of Planning  
FROM: Steven L. Myers, Assistant County Attorney *Steve*  
DATE: July 23, 1991  
RE: IMG/Greenspring, Zoning Case No. 88S008 (May 25, 1988)

---

In the above-referenced zoning case, 1,312.7 acres (the "Property") was rezoned from A and R-15 to R-9 and O with a Conditional Use Planned Development ("CUPD") for a mixed use residential and commercial project ("Greenspring"). The Greenspring project is subject to 30 zoning conditions, including the applicants' revised textual statement and master plan. These conditions require inter alia school site and right-of-way dedications, road improvements and overall density limitations.

A subsequent purchaser of any portion of the Property will be subject to all zoning conditions, not merely those relating specifically to the portion of the Property that he purchases. This means, for example, that right-of-way must be dedicated for Genito Road, Otterdale Road and Powhite Parkway Extended before a building permit can be obtained anywhere on the Property. This is consistent with the County's longstanding interpretation of the Zoning Ordinance. As you may recall, we recently ran into a similar situation in connection with the LER Associates CUPD (Zoning Case No. 90SN0191) pursuant to which Commonwealth College is responsible for the dedication of right-of-way that it does not own adjacent to U.S. Route 360. Moreover, since land can be removed from an approved CUPD only pursuant to a zoning amendment adopted by the Board of Supervisors, see sections 21-34(h)(4)(d) and 21.1-10(e)(2) of the Zoning Ordinance, any subsequent purchaser of a portion of the Property is prohibited from disregarding the CUPD and developing the Property pursuant to the underlying zoning classification. A subsequent purchaser of the Property can seek relief from the existing CUPD and zoning conditions only through rezoning of the Property.

0703:5431:50

cc: Richard F. Sale, Deputy County Administrator

# GREENSPRINGS

Used Reason

CONDITIONS

- | Used             | Reason       | CONDITIONS  |
|------------------|--------------|---|
| <del>✓</del>     | ✓            | # REQUIRE   |
| <del>✓</del>     | ✓            | 2. CONC. C/G ALL ACTORS = RES. PER SUB. OR  |
| ✓                | <del>✓</del> | 3. COLL. ED PLANS SUB. TO UDOT/EE. APPROVA<br>PRIOR DUELG. PRIOR TO BP/RP. CAN<br>BE PHASED                     |
| <del>✓</del>     | ✓            | 4. CORPS APPR. RE: WETLANDS PRIOR TO<br>APPR. ANS4 PLANS  |
| <del>✓</del>     | ✓            | 5. NO CONCEPT. W/INS POT. WETLAND W/O<br>CORPS PLANNING   |
| <del>✓</del>     | ✓            | 6. LAKE/BASIN OWNERSHIP, MAINT. RESP.   |
| NOT TO<br>OULUT? | ✓            | 7. DEPTH OF NEW LAKE  |
| NOT TO<br>BULUT? | ✓            | 8. NO BLPK W/INS DAM FAIL.  |
| <del>✓</del>     | ✓            | 9. PROJ-WIDE E/S APPR. } IMPLM PRIOR DISPERB<br>W/INS DRAINAGE <u>PROJECT</u> }                                 |
| ✓                | <del>✓</del> | 10. S.C. RES MON. PLAN APPR. CPL <sup>IN CONSD.</sup> <del>PRIOR</del><br>W/ GOLF COURSE } PRIOR TO OTHER APPR. |

preliminary CONDITIONS

- ✓ 11. GWS SOLUS STUDY AREA BEING DCA.
- ✓ 12. TAKE REG. STEPS BECOMING MBR S.C. RES. PROF. ADV. GR
- ✗ 13. PUB. W/S
- ✓ 14. WATER SYST. DESIGN TO LOOK TO Q'VILLE WEST
- one? ✓ 15. DESIGN TRUNK SEWER S.C. RES / TOMAH / SWIFT CREEK
- ✓ Done? 16. DEDIC. SEWER GPE - TRUNK SEWER SYSTEM
- ✓ 17. DEFIN. OF BUFFERS
- ✓ 18. CONTAINS IMPR IN OP. SP. W/DIR PLUS APPL.
- ✓ 19. 30' BOF. BPNAS DISSIMILATE USES
- ✓ 20. 100' BOF ABOVE 175' CONTOUR LINES. OS ALONG  
CONTAINS CREEKS/LAKES
- ✓ 21. LIMITATION ON USES W/IN TRAZES A, D, E, F



Developmental Conditions

✓ 22. USE LIMITATIONS w/IN PARTS B & C

✓ 23. RES. AREAS w/IN VILLAS, SF ATTACHED, MF

✓ 24. PKG REQ. SF ATTACH, MF, RETIRE.

✓ 25. MF DENSITY

✓ 26. RETIREMENT RES. DENS.

✓ 27. MAX. DU/FLOOR FOR RETIRE. RES.

✓ 28. MAX BLDG HT - RETIRE. RES

✓ 29. RETIRE. RES. USES

✓ 30. SCHOOL SITE DEDIC (65 AC) ~~N.L.T~~ <sup>5/90</sup> ~~5/88~~  
1/3 REZONATION (35 AC) 5 YEARS.

5/93

4A  
4B

GROSS PRICES - TRAF. STATEMENT 4/1/98

1666/1666/1666

- ✓ 4.A.5 PHASING PUB. IMPROV./ROAD - PHAS. PLANS MAT. ROAD IMPR. FOR APPR PLANS VOT PRIOR TO COMMENCE - OF ANY ROAD CONSTR. ACT.
- ✓ 4.A.8 <sup>Plans for</sup> PROTECTIONS  $\frac{1}{2}$  MONTH OF WATER S.C. RES. PRIOR TO PRELIM SP/TS APPR.
- ✓? 4.A.10 TS/PREL.SP FOR EACH SITE ON CONCEPT PLAN
- ✓? 4.A.14 45' R/W DEP. GROUPS/OPTIMALS RDS PRIOR TO BP
- ✓? 4.A.15 MAX 200' WIDE R/W POWHITE DEP. PRIOR TO BP
- ✓? 4.A.16 MAX 90' R/W DEP. OLD HUN. RD PRIOR TO BP N. OF OLD HUN. RD. OTHER PHAS ROAD. JMTA.
- ✓? 4.A.17 IMPR. ACCESS TO POWHITE/ OLD HUN RD
- ✓? 4.A.20 MISC. ROAD IMPROVE PER PHASING PLAN
- ✓? 4.A.21 ADDIT. TRAFFIC STUDIES
- ✓? 4.A.22 RD IMPR. IN 4.A.20.A CONST. PRIOR TO 2304 BP  
RD IMPR. IN 4.A.20.B CONST PRIOR TO 2304 BP AND 750,000 \$ OFF.

H

Attorney's Opinion  
(MANDATORY)



March 18, 2021

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

RE: 2021 Tax Credit Reservation Request  
Name of Development: Old Hundred Trace  
Name of Owner: Old Hundred Trace VA LLC

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package (of which this opinion is a part) dated March 18, 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.

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

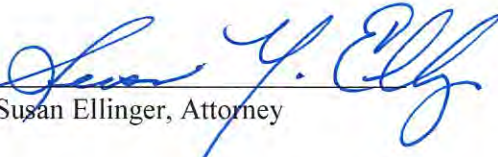
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions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

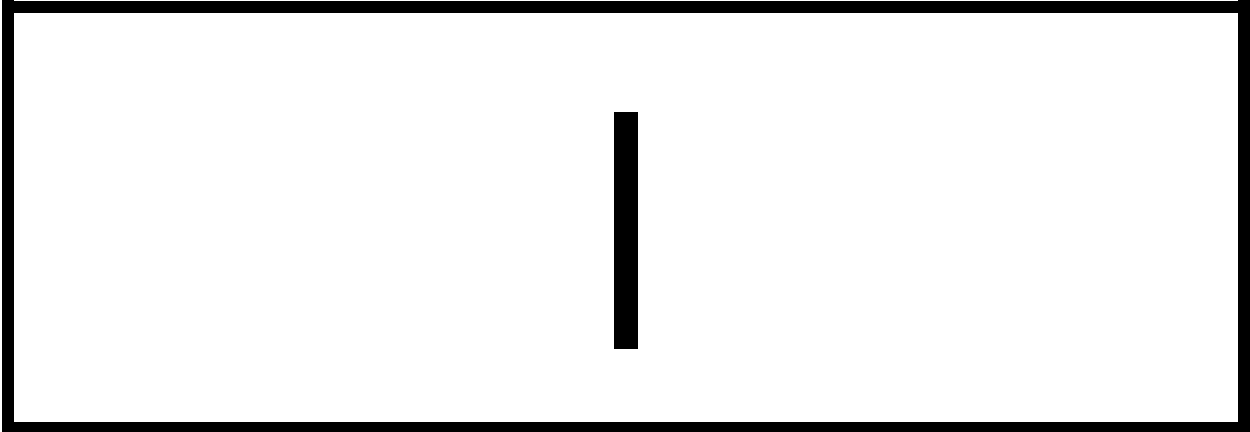
This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

**This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.**

Ellinger & Carr PLLC

By:

  
Susan Ellinger, Attorney



# Nonprofit Questionnaire

(MANDATORY for points or pool)





# Non-profit Questionnaire

Part II, 13VAC10-180-60, of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended (the "Code") establishes certain requirements for receiving credits from the non-profit pool established under the Plan and assigning points for participation of a non-profit organization in the development of qualified low-income housing.

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

## 1. General Information

- Name of development: Old Hundred Trace
- Name of owner/applicant: Old Hundred Trace VA LLC
- Name of non-profit entity: Bay Aging
- Address of principal place of business of non-profit entity:  
5306 Old Virginia Street (P.O. Box 610), Urbanna, VA 23175
- Tax exempt status:       501(c)(3)       501(c)(4)       501(a)
- Date of legal formation of non-profit (must be prior to application deadline); 6/26/1978  
evidenced by the following documentation:  
Certificate of Incorporation issued by the Virginia State Corporation Commission  
\_\_\_\_\_  
\_\_\_\_\_
- Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached);  
January 11, 1980
- Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):  
Bay Aging's by-laws state, among other purposes, "to improve the quality of life in the communities served by the corporation by supporting the provision of housing and housing support services that provide them with decent and affordable housing". The Articles of Corporation state "supporting the provision of and fostering of low income and moderate-income housing with housing support services, that is decent, safe, sanitary and affordable".
- How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?  
110      How many part time, paid staff members? 198

Describe the duties of all staff members:

Staff duties are greatly depending on which company Division or program. Divisions include Community Living Programs (Veterans Services, Senior Centers, Adult Day Care, Meals on Wheels, Care Coordination, Home Nursing Care, etc.) Bay Transit (demand response public transportation) and Bay Family Housing

## Non-profit Questionnaire, cont'd

- Does the non-profit share staff with any other entity besides a related non-profit described above?

Yes  No If yes, explain in detail: \_\_\_\_\_

- What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development

Community Living Programs (Older Americans Act, Medical Reimbursement, State of Virginia Special Appropriations);  
Bay Transit (Federal transit Administration, Virginia Department of Rail & Public Transportation, Local Govt, Rider fares)  
Bay Family Housing (HUD Section 202, CDBG, HOME, Dept. of Energy, LIHEAP, VHDA SPARC, REACH & LIHTC,  
Southeast RCAP, Federal Home Loan Bank of Atlanta).

- List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:

Attached and available upon request.

## 2. Non-profit Formation

- If this is your first Non-profit Questionnaire in Virginia please explain in detail the genesis of the formation of the non-profit; otherwise please skip this question:

The Northern Neck-Middle Peninsula Area Agency on Aging, Inc. and subsequently, Chesapeake Bay Agency on Aging, Inc (now Bay Aging) was organized in June 1978, as a private, nonprofit tax-exempt organization serving the counties of Essex, King William, King & Queen Middlesex, Matthews, Lancaster, North-Cumberland, Richmond and Westmoreland. In recent years, Bay Aging has expanded some services to cover the Hampton Roads, Richmond and Fredericksburg regions and entire State of Virginia.

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

Yes  No If yes, explain in detail:

Bay Aging was affiliated with a for-profit entity called Bay Custom Homes, Inc. The entity served as a general contractor specializing in single family modular homes. It was formed in 2004 and was dissolved in 2011 due to lack of profitability. Bay Aging has a 10% capital interest in eight previously funded LIHTC developments (Warsaw Manor, Brennan Pointe I & II, The Banks at Bo-Away, Acadent Apartments, Village Green, Timberlake Park, Bermuda Crossing and Freedom Point).

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

Yes  No If yes, explain:

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

Yes  No If yes, explain:



## Non-profit Questionnaire, cont'd

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

Yes  No, If yes, explain: \_\_\_\_\_

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

Yes  No

- Explain any experience you are seeking to claim as a related or subsidiary non-profit. The non-profit has operated a variety of community-based, private and public grant funded programs that achieve such goals as affordable housing production, management, and resident service, public transportation and community based supportive services. The non-profit also has a related non-profit called Bay Aging Foundation and Chesapeake Bay Housing, Inc.

### 3. Non-profit Involvement

- Is the non-profit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in

§42(i)(1) of the Code)?

Yes  No

(i) Will the non-profit own at least 10% of the general partnership/owning entity?

Yes  No

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

Yes  No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:  
Bay Aging is a member of Bickerstaff Crossing VA LLC with 10% ownership interest.

- (i) Will the non-profit be the managing member or managing general partner?

Yes  No If yes, where in the partnership/operating agreement is this provision specifically referenced?

(ii) Will the non-profit be the managing member or own more than 50% of the general partnership interest?  Yes  No

- Will the non-profit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?

Yes  No If yes, where in the partnership/operating agreement is this provision specifically referenced?

Section 22

## Non-profit Questionnaire, cont'd

Recordable agreement attached to the Tax Credit Application as TAB V

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

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- Is the non-profit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

Yes  No If yes,

(i) Describe the non-profit's proposed involvement in the construction or rehabilitation of the Development:

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(ii) Describe the nature and extent of the non-profit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

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(iii) Will the non-profit invest in its overall interaction with the development more than 500 hours annually to this venture?  Yes  No If yes, subdivide the annual hours by activity and staff responsible and explain in detail:

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- If this is a joint venture, (i.e. the non-profit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

Bay Aging's participation is limited to the right of first refusal.

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- Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?

Yes  No If yes,

(i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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- Will the non-profit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  Yes  No If yes, explain the amount and source of the funds for such payments.

\$30,000 from the development fee.

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## Non-profit Questionnaire, cont'd

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

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- Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?  
 Yes  No If yes, explain:

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- Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity?  
 Yes  No If yes, explain:

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- Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:  
No personal (including family) relationships, relative to this project, exist.

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## Non-profit Questionnaire, cont'd

### 4. Virginia and Community Activity

- Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia?  Yes  No
- Define the non-profit's geographic target area or population to be served:  
Bay Aging provides services and partners with community-based organizations throughout the State of Virginia, including Greater Fredericksburg, Greater Richmond the Northern Neck, the Middle Peninsula, the Eastern Shore and Hampton Roads. The proposed project is located in Henrico County and the Richmond MSA.
- Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  
 Yes  No If yes, or no, explain nature, extent and duration of any service:  
The non-profit is the Commonwealth of Virginia designated Area Agency on Aging (for 10 counties of the Northern Neck and Middle Peninsula) and Community Action Agency (for 4 counties of the Northern Neck and 4 of 6 counties in the Middle Peninsula) and has operated a variety of community-based, private, and public grant funded programs that achieve such goals as affordable housing, public transportation, and community based supportive services.
- Does the non-profit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the non-profit on design, location of sites, development and management of affordable housing?  Yes  No If yes, explain:  
Although Bay Aging's by laws do not provide a formal process, all of the company's affordable housing programs have in place a formal process for client and community design, input, and/or communication/information sharing. As a Commonwealth of Virginia-designated Community Action Agency, the Board of Directors must include 1/3 of members representing low-income.
- Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?  
 Yes  No
- Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?  
 Yes  No If yes, explain:  
On a periodic or annual basis, Bay AGing received financial contributions from local Governments (towns and counties), private foundations, individual donors, businesses. The company also receives significant financial support from funders such as VHDA, HUD, DHCH, VDA, VA and FTA.
- Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  Yes  No If yes, describe the general discussion points:  

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- Are at least 33% of the members of the board of directors representatives of the community being served?  Yes  No If yes,
  - (i) low-income residents of the community?  Yes  No
  - (ii) elected representatives of low-income neighborhood organizations?  Yes  No

## Non-profit Questionnaire, cont'd

- Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?  Yes  No
  
- Does the board of directors hold regular meetings which are well attended and accessible to the target community?  Yes  No If yes, explain the meeting schedule:  
SERCAP holds quarterly Board Meetings in January, April, June and September of each year. Meetings are accessible via web-conference if members are unable to travel to the meetings and quorum is always met.
  
- Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  Yes  No
  
- Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  Yes  No If yes, explain in detail:  
Although no state or local funds received are for the exclusive purpose of supporting overhead and operating expenses, reasonable portions may be used for admin purposes.
  
- Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area?  Yes  No If yes, explain:  


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- Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  Yes  No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).  
Yes, a complete list is available upon request.  


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- Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  Yes  No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).  


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- To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  Yes  No  


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- Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?  Yes  No If yes, explain the need identified:  


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Non-profit Questionnaire, cont'd

5. Attachments

Documentation of any of the above need not be submitted unless requested by VHDA

The undersigned Owner and non-profit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for non-profit participation contained in the Plan or Section 42 of the Internal Revenue Code.

3-10-2021  
Date

One Hundred Trace VA LLC  
Owner/Applicant  
By:   
Its: Managing Member  
Title  
Bay Aging  
Non-profit

3-10-2021  
Date

By: \_\_\_\_\_  
Board Chairman  
By:   
Executive Director

Non-profit Questionnaire, cont'd

5. Attachments

Documentation of any of the above need not be submitted unless requested by VHDA

The undersigned Owner and non-profit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for non-profit participation contained in the Plan or Section 42 of the Internal Revenue Code.

3-10-2021

Date

One Hundred Trace VA LLC

Owner/Applicant

By: 

Its: Managing Member

Title

Bay Aging

Non-profit

3-10-2021

Date

By: 

Board Chairman

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

Executive Director

J

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



NA

K

Documentation of  
Development Location

**K.1**

Revitalization Area  
Certification

CHESTERFIELD COUNTY: At a regular meeting of the Board of Supervisors, held in the Public Meeting Room at the Chesterfield Administration Building on January 27, 2021 at 6 p.m.

\*12.B.1.f. RESOLUTION SUPPORTING CONSTRUCTION OF THE OLD HUNDRED TRACE APARTMENTS AT OLD HUNDRED ROAD, USING LOW INCOME HOUSING TAX CREDITS ISSUED BY THE VIRGINIA HOUSING DEVELOPMENT AUTHORITY UNDER THEIR REVITALIZATION AREA DESIGNATION

On motion of Mr. Winslow, seconded by Ms. Haley, the Board adopted the following resolution:

WHEREAS, PURSUANT TO Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Chesterfield, Virginia, desires to designate the area described on Exhibit A attached hereto as a revitalization area:

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

The above-referenced development is located on an area in need of revitalization in the County of Chesterfield, Virginia. The revitalization area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions: dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition; and private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the area is hereby designated as a revitalization area.

Adopted by the Board of Supervisors of the County of Chesterfield, Virginia, on the 27th day of January 2021.

(It is noted a copy of Exhibit A is filed with the papers of this Board.)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.  
Nays: None.

Certified By:

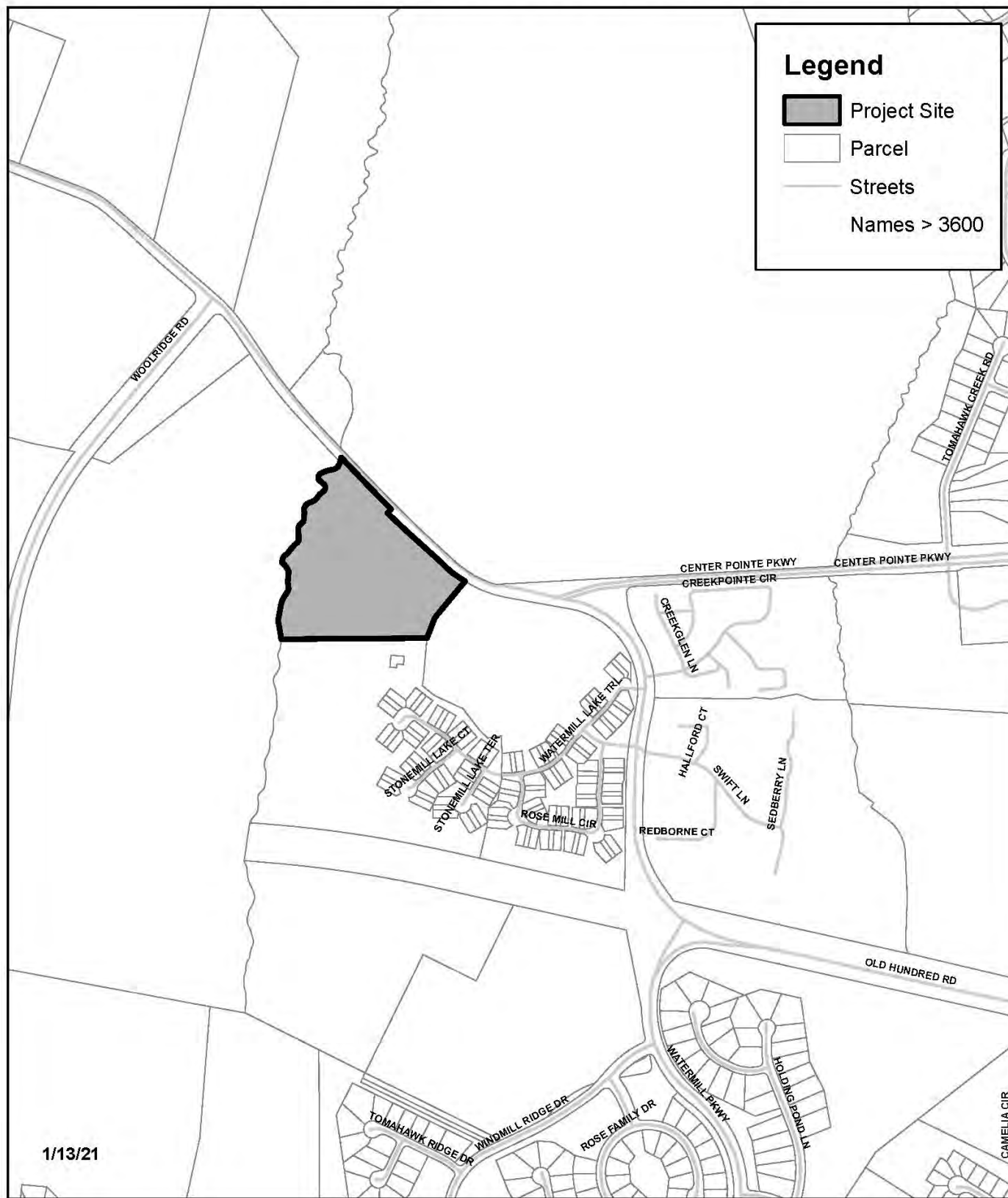


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Susan M. Wilson  
Deputy Clerk to the Board of  
Supervisors

**\*DRAFT MINUTES TO BE APPROVED AT THE REGULARLY SCHEDULED MEETING  
ON FEBRUARY 24, 2021.**

# Old Hundred Trace Apartments



This is an ArcGIS map prepared by Chesterfield County Department of Community Enhancement. This information is only for representation purpose.

**BOARD OF SUPERVISORS**

**MINUTES**

**JANUARY 27, 2021**

**Supervisors in Attendance:**

Mr. James M. Holland, Chair  
Mr. Christopher M. Winslow, Vice Chair  
Mr. James A. Ingle, Jr.  
Mr. Kevin P. Carroll  
Ms. Leslie A. T. Haley

Dr. Joseph P. Casey  
County Administrator

Mr. Holland called the meeting to order at 2:00 p.m. He stated due to COVID-19 and the occupancy limits of the Public Meeting Room, citizens requesting to speak before the Board would be given the opportunity to comment in person at the appropriate time. He reviewed the protocols for facial coverings and spatial distancing in accordance with Executive Orders 72 and 63.

**1. APPROVAL OF MINUTES**

On motion of Ms. Haley, seconded by Mr. Ingle, the Board of Supervisors approved the minutes of December 8, 2020, and December 16, 2020, as submitted.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.  
Nays: None.

**2. REQUESTS TO POSTPONE AGENDA ITEMS AND ADDITIONS, DELETIONS OR CHANGES IN THE ORDER OF PRESENTATION**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board replaced Item 12.B.6., Initiate an Application for a Rezoning from Agricultural (A) to Residential (R-12) and Conditional Use Planned Development to Permit Exceptions to Ordinance Requirements and Development Standards to Permit a Single Family Subdivision with Ten (10) Lots on 5.0 Acres Located at 3901 Dupuy Road, and approved the agenda, as amended.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.  
Nays: None.

**3. WORK SESSIONS**

**3.A. EVERYDAY EXCELLENCE - SHERIFF'S OFFICE**

Sheriff Karl Leonard, accompanied by members of his department as well as American Legion Post 186, shared the story of an older gentleman who was brought to the county jail as a result

of an arrest for Driving Under the Influence. He explained that, upon further examination by the jail's medical director, Dr. Gay, it was determined the gentleman was suffering from dementia. He stated the gentleman, who was an Army veteran, did not have any family or social support in the area. He described the many ways his staff and the American Legion came alongside the gentleman to provide him with medical care, social support, financial support, and a safe place to stay until he could be placed in a long term care facility.

Mr. Holland expressed his appreciation for everyone who shared their time and resources to help care for this gentleman.

Mr. Winslow expressed his pride in American Legion Post 186 and thanked them for their assistance.

Mr. Ingle stated the Sheriff's Office performs at a level higher and greater than most other departments in the state and it depicts excellence.

Mr. Carroll stated the county hires great people with servant hearts to serve the community. He thanked American Legion Post 186 for their assistance.

Ms. Haley added her appreciation and noted interconnected relationships are what make Chesterfield great.

Sheriff Leonard closed by saying the police officer who made the arrest did exactly what he had to do.

### **3.B. COVID UPDATE**

Dr. Casey stated the number one priority of the county right now is the COVID-19 vaccination effort. He introduced Dr. James Worsley, Deputy County Administrator, to begin the presentation.

Dr. Worsley stated Mr. Holland and Mr. Winslow recently authored an article in the Richmond Times-Dispatch entitled "State Continues to Shun Local Government Help". He further stated the Board sent a letter to Governor Ralph Northam imploring him and the Virginia Department of Health (VDH) to consider how localities may assist in the state's vaccination rollout. He acknowledged a plethora of shortcomings and disappointments but stated county leadership is ready to carry the banner forward with respect to the operations of the vaccination rollout. He then introduced Dr. Alexander Samuel, Director of the Chesterfield Health District, to provide the Board with an update on the coronavirus vaccination effort.

Dr. Samuel reviewed the process by which the vaccine is produced, distributed and administered. He stated vaccine supply has been a significant challenge because it has not kept up with the accelerated pace with which localities have been tasked to move through the phases. He provided details of the current plan to administer the approximately 4,525 weekly doses across the entire health district which includes Chesterfield, Colonial Heights, and Powhatan. He stated the current estimate of time for an improved supply is six to eight weeks. He



provided statistics of this week's vaccine administration to focus populations, who are the senior population in category 1b (twenty percent); the top 3 tiers of essential workers in category 1b (forty percent); and health care personnel in category 1a (forty percent). He further defined the category 1b population which is comprised of frontline essential workers (police/fire/hazmat, corrections and homeless shelter workers, and childcare/PreK-12 teachers/staff); individuals age 75 and older, the population which has the highest risk for COVID-19-associated morbidity and mortality; and individuals age 65 and older with an underlying medical condition. He described the Point of Dispensing (POD) events at the county fairgrounds and the challenges and improvements. He stated the initial vaccine registration system known as the Vaccine Management System (VAMS) provided by the Centers for Disease Control and Prevention (CDC) made it functionally difficult to direct registrants to specific PODs. He further stated VAMS allowed anyone to register for a POD, thereby limiting access to target groups. He stated VDH is transitioning away from VAMS to a new system called PrepMod. He discussed the challenges associated with (1) sign-up and registration for a vaccine and (2) data management, and he reviewed the process improvements being made to address those challenges.

Ms. Haley described the frustrations of individuals who are eligible to receive a vaccine but cannot get registered either by phone or online.

In response to Ms. Haley's question relative to the new registration tool, Dr. Samuel confirmed the Chesterfield Health District will be implementing a new registration system in the upcoming week.

Discussion ensued relative to the current process for getting on a waiting list and then being transferred to a registration system.

In response to Ms. Haley's question relative to utilizing the county's Information Systems Technology (IST) department to build an online registration system, Dr. Samuel stated he could not speak to the state-mandated and managed administrative detail that already exists in the process of handling data, and it is one of the things that would have to be addressed.

Ms. Haley encouraged Dr. Samuel to let the Board know what it could do to assist in the effort.

Mr. Carroll noted there is legislation moving through the General Assembly which would allow localities to facilitate vaccine administration and suggested the county be prepared to act as soon as it passes.

In response to Mr. Ingle's question relative to the differences between VAMS and PrepMod, Dr. Samuel explained that PrepMod provides more control of where individuals register to receive the vaccine.

Discussion ensued relative to how registrants are screened, prioritized and scheduled.

Mr. Ingle underscored the importance of the state and the county working together as one team to accomplish vaccine administration.

Dr. Casey stated there are many individuals who have already signed up on a waiting list either by phone, email, or online survey, and those individuals should be next in line before those who sign up via PrepMod. He further stated it could be many weeks before the first PrepMod registrants are vaccinated. He suggested registrants should receive some type of message relative to the approximate wait time for an appointment.

In response to Mr. Ingle's question relative to the amount of time it will take to vaccinate the entire 1b population, Dr. Samuel stated it could take months given the number of doses provided.

Mr. Ingle stated expectations are higher than what is attainable, and honesty will help citizens understand the reality of the situation. He noted the Chesterfield Health District includes Colonial Heights and Powhatan, and the Chesterfield Health District is a state entity separate from the county government. He stated there has been misinformation about Dr. Samuel loading doses into the computer incorrectly, which is incorrect. He further stated the Board acknowledged Dr. Samuel's hard work, and if the Board went around him, it would be for his benefit.

Mr. Winslow concurred and stated the system should not be designed for one person or entity to have control.

Discussion ensued relative to the types of data collected from registrants over the phone and opportunities for volunteers to assist with moving data from one system to another.

Mr. David Woods, Emergency Planner for the Chesterfield Health District, provided additional details about the registration process and the effort to consolidate data into one list. He stated a high-performing registration system cannot overcome a low inventory of doses, and it could be months before everyone who wants the vaccine will get it. He discussed the shortcomings of VAMS and the need to take it offline. He stated PrepMod is flawed because the link to register can be forwarded to anyone outside of the targeted group.

Discussion ensued relative to the process for identifying eligible individuals and communicating the PrepMod registration link.

Mr. Winslow expressed his concern that all available resources are not being utilized to facilitate vaccine administration. He reiterated the Board's commitment to assist however needed.

Mr. Woods expressed appreciation for the support from public safety, county administration, and the Board.

Dr. Casey clarified Schools has its own internal distribution network, and it does not have to go through PrepMod. He stated the county's Employee Medical Center (EMC) does not need to go through PrepMod either.

Mr. Carroll stated the county has large facilities such as Virginia State University which could be utilized to facilitate vaccine administration. He expressed his desire to be ready once vaccine supply meets demand.

Ms. Haley stated there needs to be a continual conversation about ways the county can help. She expressed her concern relative to the transition of data and how it will happen in a timely fashion. She stated there are qualified members of the community already bound by confidentiality who could assist with returning phone calls and capturing data.

In response to Ms. Haley's question relative to how individuals are assured they will receive their second dose of the vaccine, Dr. Samuel stated the state is guaranteeing the second dose.

In response to Ms. Haley's question relative to scheduling the second dose, Mr. Woods explained the current manual method to call the individual and schedule the second dose.

In response to Mr. Holland's question relative to ways retired medical professionals can volunteer to help, Dr. Samuel stated the Medical Reserve Corps (MRC) has been a great help.

Mr. Woods provided details of the Medical Reserve Corps and stated those interested in volunteering can visit [www.vamrc.org](http://www.vamrc.org) or call him directly at 804-751-4364.

In response to Mr. Carroll's question relative to the second dose of the vaccine, Dr. Samuel stated the allocation of second doses is separate from the allocation of first doses.

Dr. Casey then introduced Chesterfield Fire and EMS Chief Loy Senter to provide the Board with an operational update.

Chief Senter stated phase 1a and 1b classifications include a large number of employees such as personnel in Fire and EMS, Police, Sheriff, Emergency Communications, clinicians and practitioners who treat patients, and teachers. He further stated Chesterfield County functions as a VDH vaccination partner through the collective efforts of the EMC, Fire and EMS, and Schools. He stated both the EMC and Fire and EMS are registered with VDH and CDC as vaccinators, and at some point they will be able to receive vaccinations directly. He further stated as a vaccination partner, the county can vaccinate thousands of individuals in phases 1 and 1b, thereby alleviating demand on the Chesterfield Health District and allowing them to focus on the broader community. He stated as vaccine supply becomes more available, expanding the network of vaccination partners to include pharmacies, urgent care centers, and primary care physicians is critical, and it will be essential to vaccinating the entire eligible population. He provided details of the plan to vaccinate frontline Fire and EMS uniformed members within hours of receiving the first doses of the vaccine on December 23. He stated county law enforcement and other county employees in the 1a and 1b populations were also vaccinated. He described the process for administering the vaccine, noting that many employees received their vaccine at the end of their shift, thereby minimizing the potential for absences due to side effects. He provided statistics of

personnel who experienced side effects from the vaccine. He noted guidance from the state has changed frequently, and supply has been unable to keep up with demand. He then introduced Chief Justin Adams, EMS Director, to discuss the county's effort to get critical and essential frontline workers vaccinated.

Chief Adams described the "Three-P" Process (Planning, Preparation and Partnerships) to accomplish the vaccination effort. He stated vaccination planning was underway for months prior to approval of the vaccine; a project team was assembled in advance; and valuable public and private partnerships were established to ensure success. He reviewed the employee vaccination timeline which commenced on December 22, and he provided statistics of total vaccinations administered. He discussed the employee forecasted vision and stated Human Resources has identified employees classified as 1b (frontline workers; age 65 and up; and individuals with underlying health conditions). He also discussed sharing the workload between the county and VDH.

Chief Senter provided statistics of Chesterfield County vaccinations and discussed challenges in data modeling. He reviewed a chart of Chesterfield's vaccination totals compared with other localities in the state. Lastly, he discussed Projected Chesterfield County Vaccine Distribution and compared the county's estimated number of weeks to reach community vaccination goal based on its equitable share (4.1 percent) with the county's estimated number of weeks to reach community goal based on the actual amount received (2.2 percent). He stated there is an estimated 466-dose deficit from the federal goal and, at that rate, it will take almost a year to reach 70 percent of the population. He further stated supply of the vaccine is the issue moving forward.

Ms. Haley stated the Three-P Process to plan for and execute vaccine administration in the county is clearly working. She stated citizens want reliable information so they can know what to anticipate.

In response to Mr. Ingle's question relative to the weekly allocation of doses, Chief Senter stated 1,500 doses are split between county government and Schools. He further stated there is a team that meets regularly to determine the exact allocation between county government and Schools.

Mr. Ingle stated elementary schools are returning to in-person learning, and most but not all teachers have been vaccinated. He further stated the county is working to make those doses available as quickly as possible.

Chief Senter concurred and stated the effort to vaccinate frontline workers in accordance with the guidelines is still underway, and the team is mindful of the need to vaccinate frontline elementary school teachers.

Mr. Carroll stated he had the opportunity to observe one of the Fire and EMS vaccination clinics, and it was a very well-run event.

Dr. Casey discussed the Statement of Cooperation, which is a simple, one-paragraph document setting forth the county's intention to provide necessary resources. He stated Dr. Samuel may need to seek approval through the state hierarchy, and he would work cooperatively with Dr. Samuel. He further stated the Statement of Cooperation has been forwarded to Clark Mercer, Governor Northam's Chief of Staff, because of the simplicity of the statement.

### **3.C. POLICE DEPARTMENT UPDATE**

Colonel Jeffrey Katz, Chief of Police, provided the Board with the Police Department's 2020 Year In Review. He reviewed the unique challenges presented in 2020 which included, among other things, the COVID-19 pandemic; nationwide civil unrest and political turmoil; a 700-year flood exclusive to Chesterfield County; and an unprecedented spike in drug overdoses. He highlighted many key accomplishments of the department's four bureaus. He provided details of the agency's response to COVID-19. He expressed his pride in the organization, and thanked Board members and Dr. Casey for their support. He asked for a moment of silence to remember a local law enforcement officer who committed suicide today. He stated the organization must be mindful of supporting police personnel in this very stressful profession. He introduced Ms. Kelly Fried, Executive Director of the Community Services Board (CSB), to provide an overview of suicide in the county.

Ms. Fried provided the Board with a 3-year summary of attempted and completed suicides in the county, including the percentage of total calls that involved juveniles. She then reviewed FY17 to FY21 attempted suicides by persons receiving services from Mental Health Support Services. She discussed Special Weapons and Tactics (SWAT) team callouts in 2019 and 2020 and noted there were very few specialty team responses to mental health calls. She provided details of the many ways Mental Health Support Services collaborates with Police and Schools. She expressed appreciation for the many partnerships and stated suicide is an ongoing concern.

Ms. Haley thanked Colonel Katz, Ms. Fried and their staff for the partnership which exemplifies excellence in service to our most vulnerable populations every day. She acknowledged the frontline Police and Mental Health workers are also vulnerable to emotional and mental health issues.

Mr. Winslow echoed Ms. Haley's remarks and expressed appreciation for the diligence and focus on character and ethics.

Mr. Ingle expressed his appreciation to Colonel Katz for offering to pay adoption fees at the Animal Shelter which resulted in a successful clearing of the shelter over the holidays.

Mr. Carroll stated the Employee Assistance Program is an important tool to help officers and other county employees with issues as they arise. He further stated Police Peer Support is also an effective tool for employees to support one another.

Mr. Holland expressed appreciation for the presentation and for the services provided to the community.

**3.D. ASSESSOR'S OFFICE AND REAL PROPERTY TAX RATE UPDATE**

Ms. Ashley DeBiase, Assessment Automation Manager for the Real Estate Assessor, provided the Board with an update on 2021 Real Estate Data. She stated residential real estate values are growing at a healthy rate and are up for 2021, and commercial values have increased as well. She provided the Board with a Taxable Summary noting a total taxable value of \$43,866,990,383 as of January 1, 2021. She discussed Percent Change in Assessed Value for 2020 to 2021. She provided statistics of Residential New Construction and Qualified Residential Sales from 2016 to 2020; Median Residential Sales Price from 2005 to 2020; 2020 Median Sales Price by District; and Increases and Decreases in Commercial Revaluations. She highlighted several major new construction developments completed in 2020. She stated all assessment notices have been mailed, and additional information can be found on the county's website. She then introduced Mr. Matt Harris, Deputy County Administrator, to discuss a proposed tax relief amendment and advertisements for Calendar Year 2021 (CY21).

Mr. Harris stated the Board is requested to set a public hearing to consider a current year amendment to the Tax Relief program. He further stated the purpose of the amendment is to increase the 100-percent relief threshold from \$28,000 to \$28,500 to keep pace with social security. He stated staff will be bringing forth a financial policy to make such future positive adjustments automatic. He further stated a broader review of the Tax Relief program will be included with the proposed budget. He provided the Board with residential revaluation statistics dating back to 2006 and stated the county's long-range forecast relies on a 3-percent increase in residential revaluations. He stated the 2021 result hits the mark with some upside, though it is offset by soft spots in the revenue portfolio such as occupancy taxes which are underperforming. He further stated staff recommends leaving the tax rate schedule as it is today.

**3.E. PERRYMONT UPDATE**

Dr. Worsley provided the Board with background information on the Perrymont property which was declared surplus in 2018. He discussed a proposal to utilize the property in cooperation with the Center for Healthy Hearts and Chesterfield-Colonial Heights Alliance for Social Ministries (CCHASM), but upon further study it was determined that Perrymont was not a suitable location. He stated the reasons the proposal did not move forward were lack of support for adding a trailer to the property; continued deterioration of the current structure; and environmental concerns. He further stated the Human Services Division stands ready to partner with the two non-profits and the Department of Community Enhancement to find a suitable location in the Jefferson Davis Highway corridor. He stated staff recommends sale of the property.

In response to Mr. Winslow's question, Dr. Worsley stated the square footage of the building is 19,000 square feet.

In response to Mr. Winslow's question, Mr. Dean Sasek, Real Property Manager, stated the parcel is approximately 4.1 acres.

In response to Mr. Winslow's question, Mr. Sasek stated the main part of the building was built in 1926 and there was an addition built possibly in the 1940s.

Mr. Ingle stated the building is old and has not been kept up. He further stated the building is a detriment to the property value.

### **3.F. LEGISLATIVE LIAISON UPDATE**

Ms. Mary Ann Curtin, Director of Intergovernmental Relations, provided the Board with the status of the 2021 General Assembly. She first reviewed the status of House Bill 1989 which is the county's requested legislation pertaining to data sharing between the VDH and Chesterfield Fire and EMS. She stated there are approximately 1,100 bills total, many of which pertain to public policy issues such as elimination of the death penalty and elimination of mandatory minimum sentences. She further stated a bill to legalize marijuana has local government impacts such as land use authority and taxation. She stated both houses have introduced bills relating to the issue of qualified immunity. She further stated staff is monitoring bills related to Workers Compensation COVID-19 presumptions. She reviewed the status of the state budget and noted the probability of a special session to finish any remaining work.

In response to Mr. Carroll's question relative to Senator Dunnavant's bill, Ms. Curtin stated the House version has passed the House and has gone to the Senate, and after crossover both houses will deal with the bills. She further stated there is no opposition on either side.

In response to Mr. Winslow's question relative to qualified immunity, Ms. Curtin stated neither of the bills have been heard in committee, and they are very different versions of one another.

## **4. REPORTS**

### **4.A. DISTRICT IMPROVEMENT FUNDS (DIF) MONTHLY REPORT**

The Board accepted the Monthly Report on District Improvement Funds.

## **5. FIFTEEN-MINUTE CITIZEN COMMENT PERIOD ON UNSCHEDULED MATTERS**

There were no requests to address the Board at this time.

**6. DINNER**

On motion of Mr. Winslow, seconded by Mr. Carroll, the Board recessed for dinner.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

Reconvening:

Mr. Holland stated due to COVID-19 and the occupancy limits of the Public Meeting Room, citizens requesting to speak before the Board would be given the opportunity to comment in person at the appropriate time. He reviewed the protocols for facial coverings and spatial distancing in accordance with Executive Orders 72 and 63. He stated all Board members have received and reviewed citizen comments submitted through the online portal.

**7. INVOCATION**

The Honorable Chris Winslow, Clover Hill District Supervisor, gave the invocation.

**8. PLEDGE OF ALLEGIANCE**

Mr. Matt Harris, Deputy County Administrator, led the Pledge of Allegiance to the Flag of the United States of America.

**9. COUNTY ADMINISTRATION UPDATE**

**9.A. CHRISTMAS MOTHER & CCHASM UPDATE**

- Dr. Casey stated CCHASM was able to assist a grand total of 2,482 families this year during Thanksgiving. He thanked Mr. and Mrs. Ron and Ann Shelton for once again leading the volunteers, and he thanked the CCHASM Board for their support, volunteering, flexibility, and hard work.
- Dr. Casey stated this year's Christmas Mother, Ms. Phyllis Taylor Poats, had a very different holiday season in 2020, but the mission to ensure families in the community were able to celebrate the holidays remained the same and was successfully accomplished. He introduced a short video highlighting the team of volunteers who work all year long for six intense days of packing and distributing to 900 families that included over 1,500 children.

**9.B. OTHER COUNTY ADMINISTRATION UPDATES**

- Dr. Casey announced the Academy of Criminal Justice Services has named Sheriff Karl Leonard the 2021



recipient of the Leadership and Innovation Award, which is a very prestigious honor awarded to only one criminal justice professional each year. He stated the award is given in recognition of a practitioner whose work has had a direct, positive, and significant effect on the criminal justice system, with a commitment to improving the criminal justice system. He further stated the contributions may include program development, policy implementation, education, training, direct services, research, and legislation action. He congratulated Sheriff Leonard on yet another well-deserved accolade.

## **10. BOARD MEMBER REPORTS**

Mr. Ingle announced a successful public-private partnership with the Chester Presbyterian Basketball League to facilitate a basketball season for its 12 teams despite COVID-19 limitations.

Mr. Winslow announced the installation of several highway signs directing travelers to River City Sportsplex. He also announced his participation in the 2021 Chesterfield County and Virginia State University (VSU) panel discussion, along with Mr. Holland and Mr. Carroll, which celebrated the life and honored the legacy of Dr. Martin Luther King, Jr.

Mr. Holland announced his participation in the VSU panel discussion celebrating the life of Dr. King. He stated the celebration was informative and was highlighted by Dr. King's ideas about race and the continued importance of ensuring civil rights for all people.

## **11. RESOLUTIONS AND SPECIAL RECOGNITIONS**

There were no Resolutions and Special Recognitions at this time.

## **12. NEW BUSINESS**

### **12.A. APPOINTMENTS**

#### **12.A.1. SOCIAL SERVICES BOARD**

On motion of Ms. Haley, seconded by Mr. Winslow, the Board nominated and appointed Mr. Juan Santacoloma to serve as an at-large representative on the Social Services Board, whose partial term is effective immediately and will expire on June 30, 2024.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

#### **12.A.2. PERSONNEL APPEALS BOARD**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board nominated and appointed Ms. Regina Derricott to serve as an

at-large representative on the Personnel Appeals Board, whose term is effective on January 28, 2021, and will expire on December 31, 2023.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.  
Nays: None.

**12.B. CONSENT ITEMS**

**12.B.1. ADOPTION OF RESOLUTIONS**

**12.B.1.a. RESOLUTION RECOGNIZING MRS. JUDITH MCCARTNEY,  
POLICE DEPARTMENT, UPON HER RETIREMENT**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board adopted the following resolution:

WHEREAS, Judith A. McCartney will retire from the Chesterfield County Police Department on February 1, 2021 after providing nearly 29 years of outstanding quality service to the residents of Chesterfield County; and

WHEREAS, Mrs. McCartney began her association with the Police Department at the age of 15 when she became a member of Law Enforcement Explorer Post 609, and she continued to support the program by serving as an advisor and has mentored several Chesterfield County youths; and

WHEREAS, Mrs. McCartney has faithfully served the county in the positions of Police Dispatcher, Instructional Assistant for Special Education with Chesterfield County Public Schools, Emergency Communications Officer and Forensic Investigator, where she has achieved career development progressions to the positions of Senior, Master and Career Forensic Investigator; and

WHEREAS, Mrs. McCartney is a graduate of the 88<sup>th</sup> session of the Virginia Forensic Science Academy; and

WHEREAS, Mrs. McCartney has served as a General Instructor, an advisory committee member of the Peer Support team, and is trained in Crisis Intervention; and

WHEREAS, Mrs. McCartney had an integral role over many years on the Peer Support Team, providing assistance to others who were faced with emotional trauma and hardships, and she received a Chief's Commendation for the arduous work involved in achieving accreditation of the team as a Critical Incident Stress Management Program by the Virginia Department of Emergency Medical Services; and

WHEREAS, Mrs. McCartney received the Meritorious Service Award for her leadership and contributions on the Centennial Committee which was tasked with developing a plan to research, document and celebrate the Chesterfield County Police Department's 100-year anniversary; and

WHEREAS, Mrs. McCartney was awarded a Chief's Commendation for her investigative excellence during several

trips to North Carolina to assist with executing search warrants in a Chesterfield homicide case, which resulted in the apprehension of and confessions from suspects; and

WHEREAS, Mrs. McCartney was recognized with a Chief's Commendation for her tireless forensic efforts and teamwork in a murder investigation that covered three days and required gathering evidence from seven crime scenes and two vehicles, and due to the multiple lab submission of evidence and court testimony, the suspect was subsequently found guilty on all charges; and

WHEREAS, Mrs. McCartney is recognized for her strong work ethic, her teamwork, and her excellent human relations skills which she has utilized in working effectively with all areas within the Police Department and in serving the residents of Chesterfield County; and

WHEREAS, Mrs. McCartney has provided the Chesterfield County Police Department with many years of loyal and dedicated service; and

WHEREAS, Chesterfield County and the Board of Supervisors will miss Mrs. McCartney's diligent service.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors publicly recognizes Judith A. McCartney, and extends on behalf of its members and the residents of Chesterfield County, appreciation for her service to the county, congratulations upon her retirement, and best wishes for a long and happy retirement.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.1.b. RESOLUTION RECOGNIZING MS. MARLYN ANDERSON,  
DEPARTMENT OF SOCIAL SERVICES UPON HER  
RETIREMENT**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board adopted the following resolution:

WHEREAS, Ms. Maryln Anderson began her tenure of public service with Chesterfield County as a Food Stamp Employment and Training worker with the Chesterfield - Colonial Heights Department of Social Services on June 4, 1990 and later worked on the Employment Services Team; and

WHEREAS, in her role as Employment Services Family Services Specialist, Ms. Anderson coordinated training and employment services for customers in the Virginia Initiative for Education and Work (VIEW) program providing advocacy and excellent services that encourage self-sufficiency; and

WHEREAS, Ms. Anderson established a reputation of being a team player, collaborating with other units and county departments whether she was working in the agency food pantry, transporting customers to the clothes closet, or organizing resource fairs; and

WHEREAS, Ms. Anderson was acknowledged for the creative ways she ensured her customers' needs were met, never letting program spending limits impede her ability to address a need; and

WHEREAS, Ms. Anderson was described as an encourager, cheerleader and mentor to her customers and co-workers, instilling hope in all she encountered until they could hold that hope for themselves; and

WHEREAS, throughout her career Ms. Anderson has been steadfast in her commitment to the families of Chesterfield County and the City of Colonial Heights often receiving letters from her customers about the impact she had on their lives.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes Ms. Maryln Anderson and extends on behalf of its members and the citizens of Chesterfield County, appreciation for her service to the county, congratulations upon her retirement, and best wishes for a long and happy retirement.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.1.c. RESOLUTION RECOGNIZING MS. LARONICA JENNINGS, DEPARTMENT OF SOCIAL SERVICES UPON HER RETIREMENT**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board adopted the following resolution:

WHEREAS, Ms. LaRonica Jennings began her career in public service with the Chesterfield-Colonial Heights Department of Social Services 19 years ago when she served in Family Services on the Assessment and Resource Team (formerly FFAST and Integrated Intake) and most recently as the Family Services Specialist intake worker for Adult Services; and

WHEREAS, in her role as Family Services Specialist with the Assessment and Resource Team, Ms. Jennings interviewed and assessed the needs of and provided resources to customers who came to the agency and those who called requesting emergency services; and

WHEREAS, in her role as a Family Services Specialist with the Assessment and Resource Team, Ms. Jennings was part of a team that developed the concept and process to integrate benefits and services to provide front-end resources to citizens; and

WHEREAS, Ms. Jennings was one of three SS/SSDI Outreach, Access, and Recovery (SOAR) certified workers in the agency which has an extensive certification process that requires exceptional writing skills; and

WHEREAS, Ms. Jennings served as the Family Services Specialist intake worker for Adult Services where she provided information and referrals, completed intakes for long-term

care screenings for children and adults, and received reports of abuse, neglect and exploitation of persons 60 and over and persons with disabilities age 18 and over; and

WHEREAS, Ms. Jennings was embraced and accepted by peers as a knowledgeable member of the social work profession and supported the transformation of citizens by providing exceptional customer service to citizens.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes Ms. LaRonica Jennings and extends on behalf of its members and the citizens of Chesterfield County, appreciation for her service to the county, congratulations upon her retirement, and best wishes for a long a happy retirement.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.  
Nays: None.

**12.B.1.d. RESOLUTION RECOGNIZING CAPTAIN CHARLES GARTMAN, SHERIFF'S OFFICE UPON HIS RETIREMENT**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board adopted the following resolution:

WHEREAS, Captain Charles F. Gartman, Jr. has faithfully served Chesterfield County for over 20 years; and

WHEREAS, Captain Gartman was hired on January 22, 2001, and was assigned to the Correctional Services Bureau after graduating the 10<sup>th</sup> Basic Sheriff's Academy as the Class President; and

WHEREAS, Captain Gartman joined the Chesterfield County Sheriff's Office as a Deputy under Sheriff Clarence G. Williams, Jr., Dennis S. Proffitt, and current Sheriff Karl S. Leonard; and

WHEREAS, Captain Gartman served as a Deputy in the Jail Security Division from January 2001 through March 2004; and

WHEREAS, Captain Gartman served as a Sergeant in the Jail Security Division from March 2004 to October 2006 earning certifications as a Virginia Department of Criminal Justice Services General and Driving Instructor; and

WHEREAS, Captain Gartman served as the Chesterfield Sheriff's Office's primary instructor for the Field Training Officer Program along with Suicide Awareness and Prevention matters; and

WHEREAS, Captain Gartman served as the Sheriff's Office Human Resources Unit Commander from October 2006 until his promotion to Lieutenant in 2007; and

WHEREAS, Captain Gartman was promoted and served as a Lieutenant in all areas within the Correctional Services Bureau as well as the Courts Services Division from July 2007 until May 2019; and

WHEREAS, during this time, Captain Gartman led many Process Action Teams including facets of opening of the new jail facility, Personal Qualification Standards for newly promoted Sergeants and Lieutenants, serving as a team lead during a perfect Virginia Board of Correction Jail Certification in February 2014 as well leading the creation of the Chesterfield County Sheriff's Office Peer Support Team which was recognized with Accreditation from the Commonwealth of Virginia marking the first time in the Commonwealth that a Police Department and Sheriff's Office in the same locality achieved this milestone; and

WHEREAS, as Support Services Division Commander, Captain Gartman oversaw the transition of issued weapon from the Glock 23 to the Glock 17 and managed the Correctional Service Bureau's supply of personal protective equipment through the onset of the Coronavirus pandemic; and

WHEREAS, Captain Gartman trained, mentored and developed countless subordinates in all operational areas of the Sheriff's Office, and his knowledge and experiences were sought throughout his career; and

WHEREAS, Captain Gartman has earned several letters of appreciation throughout his career along with several awards including the Board of Corrections and Virginia Law Enforcement Accreditation, Outstanding Attendance, Good Conduct, Pistol and Rifle, Specialized Service, Community Service and Unit Citation awards.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes the outstanding contributions of Captain Charles F. Gartman, Jr., expresses the appreciation of all residents for his service to Chesterfield County and extends appreciation for his dedicated service to the county and congratulations upon his retirement, as well as best wishes for a long and happy retirement.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.1.e. RESOLUTION SUPPORTING CONSTRUCTION OF THE GLADE VIEW TRACE APARTMENTS AT IRON BRIDGE ROAD, USING LOW INCOME HOUSING TAX CREDITS ISSUED BY THE VIRGINIA HOUSING DEVELOPMENT AUTHORITY UNDER THEIR REVITALIZATION AREA DESIGNATION**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board adopted the following resolution:

WHEREAS, PURSUANT TO Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Chesterfield, Virginia, desires to designate the area described on Exhibit A attached hereto as a revitalization area:

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

The above-referenced development is located on an area in need of revitalization in the County of Chesterfield, Virginia. The revitalization area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions: dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition; and private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the area is hereby designated as a revitalization area.

Adopted by the Board of Supervisors of the County of Chesterfield, Virginia, on the 27th day of January 2021.

(It is noted a copy of Exhibit A is filed with the papers of this Board.)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.1.f. RESOLUTION SUPPORTING CONSTRUCTION OF THE OLD HUNDRED TRACE APARTMENTS AT OLD HUNDRED ROAD, USING LOW INCOME HOUSING TAX CREDITS ISSUED BY THE VIRGINIA HOUSING DEVELOPMENT AUTHORITY UNDER THEIR REVITALIZATION AREA DESIGNATION**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board adopted the following resolution:

WHEREAS, PURSUANT TO Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Chesterfield, Virginia, desires to designate the area described on Exhibit A attached hereto as a revitalization area:

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

The above-referenced development is located on an area in need of revitalization in the County of Chesterfield, Virginia. The revitalization area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions: dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition; and private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that

will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the area is hereby designated as a revitalization area.

Adopted by the Board of Supervisors of the County of Chesterfield, Virginia, on the 27th day of January 2021.

(It is noted a copy of Exhibit A is filed with the papers of this Board.)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.2. REAL PROPERTY REQUESTS**

**12.B.2.a. ACCEPTANCE OF PARCELS OF LAND**

**12.B.2.a.1. ACCEPTANCE OF TWO PARCELS OF LAND ADJACENT TO GENITO ROAD AND MOSELEY ROAD FROM ROBERT T. LIND**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board accepted the conveyance of two parcels of land containing a total of 0.288 acres adjacent to Genito Road and Moseley Road from Robert T. Lind and authorized the County Administrator to execute the deed. (It is noted a copy of the plat is filed with the papers of this Board.)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.2.a.2. ACCEPTANCE OF EIGHT PARCELS OF LAND ADJACENT TO WINTERFIELD ROAD AND WINTERFIELD LANE FROM TRP WINTERFIELD, LLC**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board accepted the conveyance of eight parcels of land containing a total of 0.860 acres adjacent to Winterfield Road and Winterfield Lane from TRP Winterfield, LLC and authorized the County Administrator to execute the deed. (It is noted a copy of the plat is filed with the papers of this Board.)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.2.a.3. ACCEPTANCE OF A PARCEL OF LAND ADJACENT TO JEFFERSON DAVIS HIGHWAY FROM TROLLINGWOOD LAND, L.L.C.**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board accepted the conveyance of a parcel of land containing 0.002 acres adjacent to Jefferson Davis Highway from Trollingwood Land, L.L.C. and authorized the County Administrator to execute the deed. (It is noted a copy of the plat is filed with the papers of this Board.)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.



**12.B.2.a.4. ACCEPTANCE OF A PARCEL OF LAND ADJACENT TO JEFFERSON DAVIS HIGHWAY FROM AMERICANA PARK, L.L.C.**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board accepted the conveyance of a parcel of land containing 0.008 acres adjacent to Jefferson Davis Highway from Americana Park, L.L.C. and authorized the County Administrator to execute the deed. (It is noted a copy of the plat is filed with the papers of this Board.)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.  
Nays: None.

**12.B.2.b. REQUESTS FOR PERMISSION**

**12.B.2.b.1. REQUEST PERMISSION TO INSTALL PRIVATE SEWER AND WATER SERVICES WITHIN PRIVATE EASEMENTS TO SERVE PROPERTY AT 5214 COGBILL ROAD AND APPROVE TRANSFER OF WATER CAPITAL COST RECOVERY CHARGE CREDIT**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board granted Maria Josefa Ramos permission to install private sewer and water services within private easements to serve property at 5214 Cogbill Road and approved transfer of water capital cost recovery charge credit and authorized the County Administrator to execute the sewer and water connection agreement and the transfer of water capital cost recovery charge credit agreement. (It is noted a copy of the plat is filed with the papers of this Board.)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.  
Nays: None.

**12.B.3. ACCEPTANCE OF STATE ROADS**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board adopted the following resolution:

WHEREAS, the streets described below are shown on a plat recorded in the Clerk's Office of the Circuit Court of Chesterfield County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board the streets meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that this Board requests the Virginia Department of Transportation to add the streets described below to the secondary system of state highways, pursuant to Sections 33.2-705 and 33.2-334, Code of Virginia, and the Department's Subdivision Street Requirements.

AND, BE IT FURTHER RESOLVED, that this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage.

AND, BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

**Project/Subdivision: Silverleaf Section C2**

**Type Change to the Secondary System miles of State Highways:  
Addition**

**Reason for Change: New Subdivision Street**

**Pursuant to Code of Virginia Statute: §33.2-705, 33.2-334**

**Street Name and/or Route Number**

**• Gleaming Drive, State Route Number 7835**

From: 0.03 miles northeast of Silver Mist Avenue, (Route 7463)

To: Old Guild Road, (Route 8229), a distance of: 0.11 miles

Recordation Reference: Plat Book 263, Page 77

Right of Way width (feet) = 53

**• Gleaming Drive, State Route Number 7835**

From: Old Guild Road, (Route 8229)

To: The end-of-maintenance, a distance of: 0.02 miles

Recordation Reference: Plat Book 263, Page 77

Right of Way width (feet) = 53

**• Old Guild Road, State Route Number 8229**

From: Gleaming Drive, (Route 7835)

To: The end-of-maintenance, a distance of: 0.03 miles

Recordation Reference: Plat Book 263, Page 77

Right of Way width (feet) = 53

And, further, the Board adopted the following resolution:

WHEREAS, the streets described below are shown on a plat recorded in the Clerk's Office of the Circuit Court of Chesterfield County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board the streets meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that this Board requests the Virginia Department of Transportation to add the streets described below to the secondary system of state highways, pursuant to Sections 33.2-705 and 33.2-334, Code of Virginia, and the Department's Subdivision Street Requirements.

AND, BE IT FURTHER RESOLVED, that this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage.

AND, BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

**Project/Subdivision: Silverleaf Section C3**  
**Type Change to the Secondary System miles of State Highways:**  
**Addition**

**Reason for Change: New Subdivision Street**

**Pursuant to Code of Virginia Statute: §33.2-705, 33.2-334**  
**Street Name and/or Route Number**

• **Cannington Drive, State Route Number 7830**

From: 0.02 miles east of Silver Mist Avenue, (Route 7463)  
To: Sterling Woods Lane, (Route 8240), a distance of: 0.03 miles

Recordation Reference: Plat Book 263, Page 79

Right of Way width (feet) = 61

• **Cannington Drive, State Route Number 7830**

From: Sterling Woods Lane, (Route 8240)

To: The end-of-maintenance, a distance of: 0.01 miles

Recordation Reference: Plat Book 263, Page 79

Right of Way width (feet) = 61

• **Old Guild Road, State Route Number 8229**

From: Sterling Woods Lane, (Route 8240)

To: The end-of-maintenance, a distance of: 0.01 miles

Recordation Reference: Plat Book 263, Page 79

Right of Way width (feet) = 53

• **Old Guild Road, State Route Number 8229**

From: Sterling Woods Lane, (Route 8240)

To: Existing Old Guild Road, (Route 8229), a distance of: 0.03 miles

Recordation Reference: Plat Book 263, Page 79

Right of Way width (feet) = 53

• **Sterling Woods Lane, State Route Number 8240**

From: Cannington Drive, (Route 7830)

To: Old Guild Road (Route 8229), a distance of: 0.21 miles

Recordation Reference: Plat Book 263, Page 79

Right of Way width (feet) = 53

• **Sterling Woods Lane, State Route Number 8240**

From: Old Guild Road, (Route 8229)

To: The end-of-maintenance, a distance of: 0.01 miles.

Recordation Reference: Plat Book 263, Page 79

Right of Way width (feet) = 53

And, further, the Board adopted the following resolution:

WHEREAS, the streets described below are shown on a plat recorded in the Clerk's Office of the Circuit Court of Chesterfield County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board the streets meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that this Board requests the Virginia Department of Transportation to add the streets described below to the secondary system of state highways,

pursuant to Sections 33.2-705 and 33.2-334, Code of Virginia, and the Department's Subdivision Street Requirements.

AND, BE IT FURTHER RESOLVED, that this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage.

AND, BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

**Project/Subdivision: Silverleaf Section E**  
**Type Change to the Secondary System miles of State Highways:**  
**Addition**

**Reason for Change: New Subdivision Street**  
**Pursuant to Code of Virginia Statute: §33.2-705, 33.2-334**  
**Street Name and/or Route Number**

• **Argent Lane, State Route Number 7832**

From: 0.01 miles east of Mint Lane, (Route 8106)  
To: Old Guild Road, (Route 8229), a distance of: 0.04 miles  
Recordation Reference: Plat 267, Page 90  
Right of Way width (feet) = 53

• **Argent Lane, State Route Number 7832**

From: Old Guild Road, (Route 8229)  
To: The end-of-maintenance, distance of: 0.01 miles  
Recordation Reference: Plat 267, Page 90  
Right of Way width (feet) = 53

• **Sterling Brook Drive, State Route Number 7834**

From: Old Guild Road, (Route 8229)  
To: The end-of-maintenance, a distance of: 0.01 miles  
Recordation Reference: Plat 267, Page 90  
Right of Way width (feet) = 61

• **Sterling Brook Drive, State Route Number 7834**

From: 0.01 miles east of Mint Lane, (Route 8106)  
To: Old Guild Road, (Route 8229), a distance of: 0.04 miles  
Recordation Reference: Plat 267, Page 90  
Right of Way width (feet) = 61

• **Old Guild Road, State Route Number 8229**

From: Argent Lane, (Route 7832)  
To: Sterling Brook Drive, (Route 7834), distance of: 0.17 miles  
Recordation Reference: Plat 267, Page 90  
Right of Way width (feet) = 63

• **Old Guild Road, State Route Number 8229**

From: Argent Lane, (Route 7832)  
To: The end-of-maintenance, a distance of: 0.01 miles  
Recordation Reference: Plat 267, Page 90  
Right of Way width (feet) = 53

And, further, the Board adopted the following resolution:

WHEREAS, the streets described below are shown on a plat recorded in the Clerk's Office of the Circuit Court of Chesterfield County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board the streets meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that this Board requests the Virginia Department of Transportation to add the streets described below to the secondary system of state highways, pursuant to Sections 33.2-705 and 33.2-334, Code of Virginia, and the Department's Subdivision Street Requirements.

AND, BE IT FURTHER RESOLVED, that this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage.

AND, BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

**Project/Subdivision: Silverleaf Section H1**

**Type Change to the Secondary System miles of State Highways: Addition**

**Reason for Change: New Subdivision Street**

**Pursuant to Code of Virginia Statute: §33.2-705, 33.2-334**

**Street Name and/or Route Number**

• **Cannington Drive, State Route Number 7830**

From: 0.01 miles east of Sterling Woods Lane, (Route 8240)  
To: 0.06 miles east of Sterling Woods Lane, (Route 8240), a distance of: 0.05 miles  
Recordation Reference: Plat Book 267, Page 90  
Right of Way width (feet) = 61

• **Cannington Drive, State Route Number 7830**

From: 0.06 miles east of Sterling Woods Lane, (Route 8240)  
To: Old Guild Road, (Route 8229), a distance of: 0.08 miles  
Recordation Reference: Plat Book 267, Page 90  
Right of Way width (feet) = 61

• **Cannington Drive, State Route Number 7830**

From: Old Guild Road, (Route 8229)  
To: 0.01 miles east of Old Guild Road, (Route 8229), a distance of: 0.01 miles  
Recordation Reference: Plat Book 267, Page 90  
Right of Way width (feet) = 61

• **Old Guild Road, State Route Number 8229**

From: Cannington Drive, (Route 7830)  
To: 0.04 miles south of Cannington Drive, (Route 7830), a distance of: 0.04 miles  
Recordation Reference: Plat Book 267, Page 90  
Right of Way width (feet) = 53

• **Old Guild Road, State Route Number 8229**

From: Cannington Drive, (Route 7830)  
To: 0.01 miles north of Cannington Drive, (Route 7830),  
distance of: 0.01 miles  
Recordation Reference: Plat Book 267, Page 90  
Right of Way width (feet) = 53

And, further, the Board adopted the following resolution:

WHEREAS, the streets described below are shown on a plat recorded in the Clerk's Office of the Circuit Court of Chesterfield County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board the streets meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, that this Board requests the Virginia Department of Transportation to add the streets described below to the secondary system of state highways, pursuant to Sections 33.2-705 and 33.2-334, Code of Virginia, and the Department's Subdivision Street Requirements.

AND, BE IT FURTHER RESOLVED, that this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage.

AND, BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

**Project/Subdivision: Hartford Hill Townes Section 1 -**  
**Walmart Way Extension - Portion**  
**Type Change to the Secondary System miles of State Highways:**  
**Addition**  
**Reason for Change: New Subdivision Street**  
**Pursuant to Code of Virginia Statute: §33.2-705, 33.2-334**  
**Street Name and/or Route Number**

• **Walmart Way, State Route Number 961**

From: 0.16 miles north of Midlothian Turnpike, (Route 60)  
To: 0.10 miles east of intersection at Walmart Way, (Route 961), a distance of: 0.10 miles  
Recordation Reference: Deed Book 6013, Page 690; Deed Book 6055, Page 31; Deed Book 6092, Page 417; Deed Book 6092, Page 422  
Right of Way width (feet) = 50

• **Walmart Way, State Route Number 961**

From: 0.10 miles east of intersection at Walmart Way, (Route 961)  
To: 0.22 miles northeast of intersection at Walmart Way, (Route 961), a distance of: 0.12 miles  
Recordation Reference: Deed Book 6013, Page 690; Deed Book 6055, Page 31; Deed Book 6092, Page 417; Deed Book 6092, Page 422  
Right of Way width (feet) = 50

• **Walmart Way, State Route Number 961**

From: 0.22 miles northeast of intersection at Walmart Way, (Route 961)

To: The temporary cul-de-sac, a distance of: 0.01 miles

Recordation Reference: Deed Book 6013, Page 690; Deed Book 6055, Page 31; Deed Book 6092, Page 417; Deed Book 6092, Page 422

Right of Way width (feet) = 50

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.4. AWARD CONTRACT AND APPROPRIATE BMP RESERVE BALANCE FOR THE DREDGING OF EVERGREEN LAKE STORMWATER POND**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board appropriated \$200,000 of BMP reserves and awarded the contract for the dredging of Evergreen Lake stormwater pond to Merrell Bros, Inc. in the amount of \$323,651.80, and authorized the Director of Procurement to execute the necessary documents.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.5. AUTHORIZE THE RECEIPT AND APPROPRIATION OF GRANT FUNDS FROM THE DEPARTMENT OF HOMELAND SECURITY AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE 2020 EMERGENCY MANAGEMENT PERFORMANCE SUPPLEMENTAL GRANT**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board authorized the receipt and appropriation of additional grant funding in the amount of \$74,804 for the 2020 Emergency Management Performance Supplemental Grant to enhance the planning, response and recovery efforts to public health emergencies including COVID-19 in Chesterfield County.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.6. INITIATE AN APPLICATION FOR A REZONING FROM AGRICULTURAL (A) TO RESIDENTIAL (R-12) AND CONDITIONAL USE PLANNED DEVELOPMENT TO PERMIT EXCEPTIONS TO ORDINANCE REQUIREMENTS AND DEVELOPMENT STANDARDS TO PERMIT A SINGLE FAMILY SUBDIVISION WITH TEN (10) LOTS ON 5.0 ACRES LOCATED AT 3901 DUPUY ROAD**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board initiated an application for Rezoning from Agricultural (A) to Residential (R-12) and conditional use planned development to permit exceptions to Ordinance requirements and development standards to permit a single family subdivision on 5.0 acres, identified as Tax ID 793-617-9609; appointed Andrew G. Gillies, Director of Planning, as the agent for the Board; and waived the disclosure requirements.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.7. SET DATE FOR PUBLIC HEARING OF FEBRUARY 24, 2021**

**12.B.7.a. TO CONSIDER A LEASE FOR THE BASEBALL FACILITY AT JAMES RIVER HIGH SCHOOL**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board set the date of February 24, 2021, for a public hearing to consider a lease of the baseball facility at James River High School to Rapids Baseball, Inc.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.7.b. TO AMEND SECTION 9-25 OF THE COUNTY CODE TO ADJUST THE COUNTY'S TAX RELIEF THRESHOLDS TO ACCOMMODATE THE CY2020 SOCIAL SECURITY ADMINISTRATION COST OF LIVING ADJUSTMENT**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board set the date of February 24, 2021, for a public hearing to consider amendments to County Code Section 9-25 adjusting the county's tax relief thresholds to accommodate the CY2020 Social Security Administration Cost of Living Adjustment.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.7.c. TO CONSIDER AMENDMENTS TO CHAPTER 12 OF THE COUNTY CODE REGARDING SETBACK REQUIREMENTS FOR PRIVATE WELLS**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board set the date of February 24, 2021, for a public hearing to consider amendments to Chapter 12 of the County Code regarding setback requirements for private wells.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.B.7.d. TO AUTHORIZE ADVERTISEMENT OF 2021 CALENDAR YEAR TAX RATE AND OTHER REQUIRED LEGAL NOTICES AND PUBLIC HEARINGS RELATED TO THE REAL ESTATE TAX**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board authorized advertisement of the 2021 calendar year real estate tax rate at \$0.95 and other required legal notices and public hearings related to the real estate tax.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.



**12.B.7.e. TO CONSIDER CODE AMENDMENT RELATIVE TO WRITTEN DETERMINATIONS AFFECTING RESIDENTIAL WELLS (21PJ0101)**

On motion of Mr. Winslow, seconded by Ms. Haley, the Board set the date of February 24, 2021, for a public hearing to consider amendments to County Code Section 19.1-5 relative to written determinations affecting residential wells (21PJ0101).

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**12.C. CLAIM OF L.T. SERVICES, INC. RELATING TO TERMINATION OF SERVICE AGREEMENT #ADMIN18000101 FOR SCHOOL CUSTODIAL SERVICES**

Mr. Jeff Mincks, County Attorney, stated in April of 2018 the county entered into a contract with claimant, L.T. Services, Inc., to provide custodial services for Schools. He further stated on June 10, 2020, the county notified claimant of contractual deficiencies which claimant failed to cure. He stated the county terminated the contract as of August 18, 2020, and claimant has since filed a wrongful termination claim with the Board asking for approximately \$779,000 in damages. He stated staff recommended denial of the claim because it is legally insufficient. He further stated claimant was permitted to address the Board regarding the claim.

Claimant's representative participated in the meeting for this item via Microsoft Teams but opted not to make a presentation to the Board.

Mr. Mincks stated the County Attorney's Office recommended denial of the claim.

On motion of Mr. Winslow, seconded by Ms. Haley, the Board denied the claim of L.T. Services, Inc. relating to the termination of Service Agreement #ADMIN18000101 for school custodial services. (Claimant's representative was present in the meeting via Microsoft Teams when the Board voted to deny the claim of L.T. Services, Inc.)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**13. FIFTEEN-MINUTE CITIZEN COMMENT PERIOD ON UNSCHEDULED MATTERS**

There were no requests to address the Board at this time.

**14. DEFERRED ITEMS**

There were no Deferred Items at this time.

**15. REQUESTS FOR MANUFACTURED HOME PERMITS AND REZONING  
PLACED ON THE CONSENT AGENDA TO BE HEARD IN THE  
FOLLOWING ORDER: - WITHDRAWALS/DEFERRALS - CASES  
WHERE THE APPLICANT ACCEPTS THE RECOMMENDATION AND  
THERE IS NO OPPOSITION - CASES WHERE THE APPLICANT DOES  
NOT ACCEPT THE RECOMMENDATION AND/OR THERE IS PUBLIC  
OPPOSITION WILL BE HEARD AT SECTION 17**

**21SN0519**

In Bermuda Magisterial District, Richmond Affordable Housing requests rezoning from General Business (C-5) and Agricultural (A) to Multifamily Residential (R-MF) with conditional use planned development to permit exceptions to ordinance requirements and amendment of zoning district map on 9.8 acres fronting approximately 400 feet on the west line of Jefferson Davis Highway, 450 feet north of Laketree Drive. Density will be controlled by zoning conditions or ordinance standards. The Comprehensive Plan suggests the property is appropriate for Neighborhood Business use. Tax IDs 799-647-8125 and 800-647-2616.

Ms. Sara Hall presented a summary of Case 21SN0519 and stated the Planning Commission recommended approval subject to the conditions and attachment in the staff report.

Ms. Lynn McAteer with Better Housing Coalition accepted the conditions.

Mr. Holland called for public comment.

There being no one to speak to the issue, the public hearing was closed.

Mr. Ingle noted one citizen comment in favor of the case was received through the online portal.

On motion of Mr. Ingle, seconded by Mr. Winslow, the Board approved Case 21SN0519 and accepted the following proffered conditions:

The applicant offers the following proffered conditions:

1. Master Plan. The Master Plan for the Property shall consist of the following:
  - a. The Textual Statement last revised November 9, 2020.
  - b. The Conceptual Plan (Exhibit A), last revised November 9, 2020 and prepared by Baskervill Architects, P.C. Development of the Property shall generally conform to the Conceptual Plan, with respect to the general layout of roads and buildings, and the general location of parking, sidewalks, and open space. Adjustments to the Conceptual Plan may be approved at the time of site plan review, provided such adjustments substantially retain the relationship between buildings, parking, roads and open space. If adjustments are deemed to be

significant, the Conceptual Plan shall be presented to the Planning Commission for final approval.

- c. Conceptual Elevations, Exhibit B, last revised November 9, 2020 and prepared by Baskervill Architects. (P)
2. Utilities. Public water and wastewater systems shall be used. (U)
3. Access. Direct vehicular access from the Property to Jefferson Davis Highway (Route 1) shall be limited to one (1) entrance/exit, generally shown on Exhibit A-Conceptual Site Plan. The exact location of the access shall be approved by the Transportation Department. (T)
4. Dedication. Prior to any site plan approval or within sixty (60) days from a written request by the Transportation Department, whichever occurs first, sixty (60) feet of right-of-way along the west side of Route 1, measured from the centerline of that part of Route 1 immediately adjacent to the Property, shall be dedicated, free and unrestricted, to and for the benefit of Chesterfield County. (T)
5. Road Improvements. Prior to issuance of any certificate of occupancy, the following road improvements shall be completed, as determined by the Transportation Department. The exact length and design of the improvements shall be approved by the Transportation Department.
  - a. Off-site Improvement: Construction of two lanes of a north/south local road ("Hillview Avenue"), to VDOT Urban Local Road standards, with modifications approved by the Transportation Department, from Laketree Drive to the southern Property line (approximately 275 feet).
  - b. Construction of additional pavement along the northbound lanes of Route 1 at the approved access to provide an adequate left turn lane if left-in access is permitted into the Property;
  - c. Construction of additional pavement along the southbound lanes of Route 1 at the approved access to provide a separate right turn lane;
  - d. Construction of a VDOT standard sidewalk along the west side of Route 1 for the entire Property frontage.
  - e. Dedication to Chesterfield County, free and unrestricted, of any additional right-of-way (or easements) required for the improvements identified above. (T)

6. Architecture and Building Materials.
  - a. Unless significant deviations are approved by the Planning Commission during site plan review, the architectural treatment of the buildings shall generally be compatible in quality to the architectural standards of the elevations as shown in Exhibit B
  - b. Buildings shall be constructed with brick or stone veneer, hardiplank, or a combination thereof. Exterior façade shall contain at least forty (40) percent brick or stone veneer. Dutch lap, plywood and metal siding are not permitted. Different façade materials shall be used for building façades to add depth and interest to the structure. Roofing material shall be standing seam metal, dimensional architectural shingles, or better with a minimum of 30-year warranty. Thermoplastic polyolefin (TPO) roofing shall be permitted as a flat roof material. (P)
7. Landscaping. Landscaping, including foundation plantings, shall be provided and maintained around the perimeter of all buildings, between buildings and driveways, within medians, and common areas. Landscaping shall be designed to minimize the predominance of building mass and paved areas; define private spaces; and enhance the residential character of the development. Trees shall be provided throughout the parking lot, adjacent to the building and along the perimeter of the property as shown in Exhibit A. The landscaping plan shall be approved at the time of plans review with respect to the exact numbers, spacing, arrangement and species of plantings. (P)
8. Mechanical Unit Screening. Any mechanical units shall be ground mounted or roof mounted. Any mechanical units that are ground mounted shall be screened with landscaping, a masonry wall to match the masonry on the buildings, or an opaque fence. Any mechanical units that are roof mounted shall be screened by architectural features and materials which are compatible with the building façade architecture. Screening shall be designed to block such mechanical units from view by person on any public streets. The specific method of screening shall be approved at the time of plan review. (P)
9. Recreational Area and Amenities.
  - a. A community/amenity area, which shall include interior gathering spaces, shall be provided and generally located as depicted on Exhibit A.
  - b. Recreational and pedestrian scale amenities, such as walking paths, benches, gathering areas, and community spaces shall be provided. A minimum of 1.50 acres of open space shall, including buffers, be provided. (P)

10. Unit Types. No more than 30% of the dwelling units constructed shall have three (3) bedrooms. No dwelling units shall have more than three (3) bedrooms. (P)
11. Lighting. Light poles shall not exceed twenty (20) feet in height. (P)
12. Drainage. No impervious areas shall sheet flow through Forest Lake subdivision. (EE)
13. Post Development Discharge Rates. For the portion of the property which drains to the Forest Lake subdivision, the maximum post-development discharge rate for the 100-year storm shall be based on the maximum capacity of the existing downstream facilities and the recorded 100-year backwater and/or floodplain shall not be increased. On-site detention of the post-development 100-year discharge rate to below the pre-development 100-year discharge rate may be provided to satisfy this requirement. (EE)
14. Dam Failure Analysis. Any detention facility serving the site shall be a dry facility below the existing ground with no manmade compacted embankment required. If a manmade embankment is necessary and planned, a dam failure analysis may be required, as determined by the Department of Environmental Engineering at the time of construction plan review, showing no homes will be detrimentally impacted. The dam embankment design should include, but not limited to, a clay core or a syphon structure. (EE)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

#### **21SN0524**

In Matoaca Magisterial District, Christine and Paul Butts request a conditional use planned development to permit exceptions to ordinance requirements, including modification to setbacks for an addition and amendment of zoning district map in a Residential (R-12) District on 0.3 acre known as 9301 Orchid Place. Density will be controlled by zoning conditions or ordinance standards. The Comprehensive Plan suggests the property is appropriate for Suburban Residential II use (2.0 to 4.0 dwellings per acre). Tax ID 725-659-4787.

Ms. Hall presented a summary of Case 21SN0524. She stated staff received one email in support of the case, and the Planning Commission recommended approval subject to the conditions and attachment in the staff report.

Ms. Christine Butts accepted the condition.

Mr. Holland called for public comment.

There being no one to speak to the issue, the public hearing was closed.

On motion of Mr. Carroll, seconded by Ms. Haley, the Board approved Case 21SN0524 subject to the following condition:

1. Use and Location. The proposed one-story addition, to be constructed in the same location as the screen porch and deck depicted on Exhibit A, shall be permitted to be constructed within the side yard setback. No additional enclosed structures shall be permitted within this setback. (P)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

### **21SN0525**

In Midlothian Magisterial District, Biringer Builders Inc. request amendment of zoning approval (Case 03SN0124) and amendment of zoning district map in a Residential (R-15) District on 3.3 acres known as 16536 Massey Hope Street, 16401 Drumone Road, 16124 Old Castle Road and 2112 Farnborough Drive. Density will be controlled by zoning conditions or ordinance standards. The Comprehensive Plan suggests the property is appropriate for Suburban Residential I (maximum of 2.0 dwellings per acre) use. Tax IDs 709-698-2063, 710-696-8497, 711-694-2086 and 712-697-8727.

Ms. Hall presented a summary of Case 21SN0525. She stated the applicant proposes to reduce the cash proffer on each of the four lots. She further stated staff received no comments on the case, and the Planning Commission recommended approval subject to the conditions and attachment in the staff report.

Ms. Anne Miller, representing the applicant, accepted the conditions.

Mr. Holland called for public comment.

There being no one to speak to the issue, the public hearing was closed.

On motion of Ms. Haley, seconded by Mr. Winslow, the Board approved Case 21SN0525 and accepted the following proffered conditions:

With the approval of this request, Proffered Condition 9 of Case 03SN0124 shall be amended as outlined below. All other conditions of Case 03SN0124 shall remain in force and effect.

1. Cash Proffers. The applicant, sub-divider, or assignee(s) shall pay \$9,400 for each dwelling unit to Chesterfield County for road improvements within the service district for the property ("Road Cash Proffer"). Each payment shall be made prior to the issuance of a building permit for a dwelling unit unless state law modifies the timing of the payment. Should Chesterfield County impose impact fees at any time during the life of the development that are applicable to the property, the amount paid in cash proffers shall be in lieu of or credited toward. (B&M)

The Applicant hereby offers the following proffers for all four (4) parcels:

2. Architectural/Design Elements.

- a. Driveways. All private driveways serving residential uses shall be hardscape with stained brush concrete, stamped concrete, exposed aggregate concrete, or pavers.
- b. Front Walks. A minimum of three (3) foot concrete front walk shall be provided to the front entrance of each dwelling unit, to connect to drives, sidewalks, or street.
- c. Landscaping and Yards.
  - i. Supplemental Trees. Three (3) yard trees shall be planted or retained in the front yard of each dwelling with a minimum diameter of 2.5 inches measured at breast height (4'10" above the ground).
  - ii. Front Yards & Side Yards. Except for the foundation planting bed, all front and side yards shall be sodded and irrigated.
  - iii. Front Foundation Planting Beds. Foundation planting is required along the entire front façade of all dwelling units and shall extend along all sides facing a street. Foundation planting beds shall be a minimum of 4' wide from the unit foundation. Planting beds shall include medium shrubs spaced a maximum of four (4) feet apart. Unit corners shall be visually softened with vertical accent shrubs (4'-5') or small evergreen trees (6'-8') at the time of planting.
- d. Architectural and Materials.
  - i. Style and Form. The architectural styles shall be interpretations of traditional Richmond architecture, using forms and elements compatible with those in Hallsley subdivision such as Georgian, Classical Revival Colonial, Greek Revival, Queen Anne, Tudor, and Craftsman Style.
  - ii. Repetition. Dwellings with the same elevations may not be located adjacent to, directly across from, or diagonally across from each other on the same street. This requirement does not apply to units on different streets backing up to each other.
  - iii. Exterior Facades. Acceptable siding materials include brick, stone, masonry, stucco, synthetic stucco (E.F.I.S.), and approved horizontal lap siding or architectural shingles. Horizontal lap siding may be manufactured from cement fiber board. Vinyl material is not permitted except in soffit and eave locations. Additional siding requirements:

1. Where a dwelling unit borders more than one street, all street-facing facades shall be finished in the same materials.
  2. Cementitious siding is permitted in traditional wide reveal styles only, unless otherwise approved by the Architectural Board due to special design conditions.
- e. Roof Materials. Roof material shall be dimensional architectural shingles or better with a minimum 30-year warranty.
- f. Porches, Stoops and Decks.
- i. Front Porches. All front entry stoops and front porches shall be constructed with continuous masonry foundation wall or on 12"x12" masonry piers. Extended front porches shall be minimum of six (6) feet deep. Space between piers under porches shall be enclosed with framed lattice panels. Handrails and railings shall be finished painted wood or metal railing with vertical pickets or swan balusters. Pickets shall be supported with top and bottom rails that span between columns.
  - ii. Front Porch Flooring. Porch flooring may be concrete, exposed aggregate concrete, or a finished paving material such as stone, tile, brick, finished (stained dark) wood, or properly trimmed composite decking boards. Unfinished treated wood decking is not acceptable. All front steps shall be masonry or stained/painted wood.
  - iii. Rear Porches / Screen Porches. All rear porches shall be constructed with masonry piers to match either the foundation or façade material.
- g. Garages.
- i. Front loaded attached garages shall be permitted to extend as far forward from the front line of the main dwelling as the front line of the front porch provided that the rooflines of the porch and garage are contiguous. Where the rooflines are not contiguous, garages shall be permitted to project a maximum of two (2) feet forward of the front line of the main dwelling.
  - ii. Front loaded and corner side loaded garages shall use an upgraded garage door. An upgraded garage door is any door with a minimum of two (2) enhanced features. Enhanced features shall include windows, raised panels, decorative panels, arches, hinge straps or other architectural features on the exterior that



enhance the entry (i.e. decorative lintels, shed roof overhangs, arches, columns, keystones, eyebrows, etc.). Flat panel garage doors are prohibited.

- h. Heating, Ventilation and Air Conditioning (HVAC) Units and Whole House Generators. Units shall initially be screened from view of public roads by landscaping or low maintenance material, as approved by the Planning Department. (P)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

#### **21SN0534**

In Midlothian Magisterial District, Railey Hill Associates, LLC requests conditional use to permit a spa and amendment of zoning district map in a Corporate Office (O-2) District on 0.2 acre known as 324 Browns Hill Court. Density will be controlled by zoning conditions or ordinance standards. The Comprehensive Plan suggests the property is appropriate for Corporate Office use. Tax ID 732-706-Part of 7292-00005.

Ms. Hall presented a summary of Case 21SN0534. She stated staff received no comments on the case, and the Planning Commission recommended approval subject to the conditions and attachment in the staff report.

Ms. Anne Miller, representing the applicant, accepted the conditions.

Mr. Holland called for public comment.

There being no one to speak to the issue, the public hearing was closed.

On motion of Ms. Haley, seconded by Mr. Ingle, the Board approved Case 21SN0534 and accepted the following proffered conditions:

The applicant hereby offers the following conditions:

1. Uses. In addition to the uses outlined in Case 87SN0052 and the Zoning Ordinance for Corporate Office District (O-2), beauty shop and barber shop uses shall be permitted. (P)
2. Hours of Operation. Business operation shall only be open to the public between the hours of 8 a.m. and 7 p.m., Monday through Saturday. (P)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**21SN0542**

In Bermuda Magisterial District, the Chesterfield Planning Commission requests conditional use to permit a single family dwelling in a Community Business (C-3) District 0.2 acre located in the southeast corner of Lee and De Laval Streets. Density will be controlled by zoning conditions or ordinance standards. The Comprehensive Plan suggests the property is appropriate for Office/Residential Mixed use. Tax IDs 787-654-2199, 787-655-1501 and 1701.

Ms. Hall presented a summary of Case 21SN0542. She stated staff received one email in support of the case, and the Planning Commission recommended approval subject to the conditions and attachment in the staff report.

Mr. Andy Gillies, Director of Planning, accepted the conditions.

Mr. Holland called for public comment.

There being no one to speak to the issue, the public hearing was closed.

On motion of Mr. Ingle, seconded by Mr. Carroll, the Board approved Case 21SN0542 subject to the following condition:

1. Use & Development Standards. One (1) single-family dwelling shall be permitted on the properties. The dwelling shall be developed in accordance with the following standards:
  - a. Principal Building Setbacks.
    - i. Front Yard (Lee Street). The structure shall adhere to a thirty (30) foot setback along the northern property line along Lee Street.
    - ii. Corner Side Yard (De Laval Street). The structure shall adhere a twenty-five (25) foot setback along the eastern property line along De Laval Street.
    - iii. Side Yard. The structure shall adhere to a zero (0) foot side yard setback abutting GPIN #787-655-1501.
    - iv. Rear Yard. The structure shall adhere to twenty-five (25) foot rear yard setback abutting GPIN #787-654-0793.
  - b. Principal Building Heights. The dwelling shall not exceed the lesser of 3 stories or forty-five (45) feet.
  - c. Accessory Building Requirements. Any accessory building constructed for the single-family dwelling use on the property shall conform to the requirements of the Residential (R-9) District. (P)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.  
Nays: None.

**21SN0518**

In Clover Hill Magisterial District, Better Housing Coalition requests rezoning from Commercial Business (C-2) and Neighborhood Office (O-1) to Multifamily Residential (R-MF) on 3.5 acres with conditional use planned development to permit exceptions to ordinance requirements and development standards on 2.8 acres and amendment of zoning district map located in the southwest and southeast corners of Genito Road and Stigall Way. Density will be controlled by zoning conditions or ordinance standards. The Comprehensive Plan suggests the property is appropriate for Corporate Office use. Tax IDs 744-683-4949 and 745-683-0242.

Mr. Harold Ellis presented a summary of Case 21SN0518 and stated the Planning Commission and Planning staff recommended approval and acceptance of the proffered conditions detailed in the report. He further stated he received a phone call from a resident who opposed the proposed land use, and there was one comment in support of the case submitted through the online portal.

Mr. Andy Scherzer was present on behalf of the applicant. He stated the proffers were developed in cooperation with Ms. Gloria Freye and Mr. Winslow to craft a case that fits within the neighborhood. He stated the conditions are in compliance with state law, and the development will be a great addition to the neighborhood.

Mr. Holland called for public comment.

There being no one to speak to the issue, the public hearing was closed.

Mr. Winslow stated he spoke with residents about the project, mainly those who live in the neighborhood to the south of the proposed development. He stated this case is a tangible commitment to affordable housing. He noted a minimum of eight units shall be available at all times for the CSB to lease, thereby guaranteeing space for vulnerable citizens. He thanked the applicant for including that proffered condition in the case.

On motion of Mr. Winslow, seconded by Mr. Holland, the Board approved Case 21SN0518 and accepted the following proffered conditions:

1. Master Plan. The Master Plan for the Property shall consist of the following:
  - a. The Textual Statement last revised December 11, 2020.
  - b. The Conceptual Plan, Exhibit A, last revised October 30, 2020 and prepared by Balzer and Associates, Inc. Development of the Property shall generally conform to the Conceptual Plan, with respect to the general layout of roads and buildings, and the general location of parking, sidewalks, and open space. Adjustments to the Conceptual Plan may be approved at the time of site plan review, provided such

adjustments substantially retain the relationship between buildings, parking, roads and open space. If adjustments are deemed to be significant, the Conceptual Plan shall be presented to the Planning Commission for final approval.

- c. Conceptual Elevations, Exhibit B, last revised September 10, 2020 and prepared by Winks, Snowa.
  - d. Rendering of Conceptual Plan, Exhibit C, last revised October 16, 2020 and prepared by Balzer and Associates Inc. (P)
2. Utilities. Public water and wastewater systems shall be used. (U)
  3. Road Cash Proffer.
    - a. The applicant, sub-divider, or assignee(s) shall pay \$5,640 for each residential dwelling unit to the County of Chesterfield for road improvements within the service district for the property.
    - b. Each payment shall be made prior to the issuance of a certificate of occupancy for a dwelling unit. Should Chesterfield County impose impact fees at any time during the life of the development that are applicable to the property, the amount paid in cash proffers shall be in lieu of or credited toward, but not in addition to, any impact fees, in a manner determined by the County.
    - c. At the option of the Transportation Department, cash proffer payments may be reduced for the cost of transportation improvements provided by the applicant, sub-divider, or assignee(s), as determined by the Transportation Department. (BM)
  4. Access. There shall be no direct vehicular access to Genito Road. (T)
  5. Architecture and Building Materials.
    - a. Unless significant deviations are approved by the Planning Commission during site plan review, the architectural treatment of the buildings shall generally be compatible in quality to the architectural standards of the elevations as shown in Exhibit B.
    - b. Buildings shall be constructed with brick or stone veneer, hardiplank, or a combination thereof. Exterior façade shall contain at least eighty-five (85) percent brick or stone veneer. The remaining exterior siding will be cementitious material. Dutch lap, plywood and metal siding are not permitted. Different façade materials shall be used for building façades to add depth and interest to the structure. Roofing material shall be standing seam metal, dimensional architectural shingles, or better with a minimum of 30-year warranty. Thermoplastic

polyolefin (TPO) roofing shall be permitted as a flat roof material. (P)

6. Landscaping. Landscaping, including foundation plantings, shall be provided and maintained around the perimeter of all buildings, between buildings and driveways, within medians, and common areas. Landscaping shall be designed to minimize the predominance of building mass and paved areas; define private spaces; and enhance the residential character of the development. Large mature trees shall be provided throughout the parking lot, adjacent to the building and along the perimeter of the property as shown in Exhibit A. The landscaping plan shall be approved at the time of plans review with respect to the exact numbers, spacing, arrangement and species of plantings. (P)
7. Mechanical Unit Screening. Any mechanical units shall be ground mounted or roof mounted. Any mechanical units that are ground mounted shall be screened with landscaping, a masonry wall to match the masonry on the buildings, or an opaque fence. Any mechanical units that are roof mounted shall be screened by architectural features and materials which are compatible with the building façade architecture. Screening shall be designed to block such mechanical units from view by person on any public streets. The specific method of screening shall be approved at the time of plan review. (P)
8. Recreational Area and Amenities.
  - a. A minimum 750 square foot community/amenity area, which shall include interior gathering spaces, a leasing office, and other uses to primarily serve the residents, shall be provided and generally located within the residential building as depicted on Exhibit A.
  - b. Recreational and pedestrian scale amenities, such as walking paths, benches, gathering areas, and community spaces shall be provided. A minimum of 0.80 acre of open space shall be provided. (P)
9. Sidewalks and Pathways.
  - a. Sidewalks and walkways shall be provided along internal driveways that provide general circulation and among parking areas.
  - b. A five (5) foot walking trail shall be provided within the landscape setback along Stigall Way and a 5-foot sidewalk shall be provided within the right-of-way of Stigall Drive. Both shall connect to the existing sidewalk along Genito Road. (P)
10. Unit Types. No more than 25% of the dwelling units constructed shall have three (3) bedrooms. No dwelling units shall have more than three (3) bedrooms. (P and BI)
11. Lighting.
  - a. Light poles shall not exceed twenty (20) feet in height.

- b. Pedestrian lighting for the sidewalks along Genito Road and Stigall Drive shall be provided per a lighting plan to be approved by the Chesterfield County Planning Department at time of site plan review. (P)
- 12. Building Height. The maximum building height shall be three (3) stories or 44 feet. (P)
- 13. Undeveloped Property. Tax ID 745-683-0242 shall remain undeveloped and recorded as open space. (P)
- 14. CSB Units. A minimum of eight (8) units, six (6) one-bedroom units and two (2) two-bedroom units, shall be available at all times for the Chesterfield Community Services Board ("CSB") to lease for the use of CSB and its clients. If the CSB fails to lease one or more of the units available to the CSB for a period exceeding sixty (60) days, the vacant unit(s) shall be made available to other lessees. However, at the beginning of each calendar year, at least eight (8) units shall be offered to CSB on a first right of refusal as long as the CSB has not leased a total of eight units. (P)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

## **16. PUBLIC HEARINGS**

### **16.A. TO CONSIDER CONVEYANCE OF RIGHT OF WAY TO THE COMMONWEALTH OF VIRGINIA FOR THE ROUTE I95 AUXILIARY LANES PROJECT**

Mr. Sasek stated this date and time has been advertised for a public hearing for the Board to consider the conveyance of 0.105 +/- acres of land to the Commonwealth of Virginia for the Route I95 Auxiliary Lanes Project. He further stated the request has been reviewed by county staff and approval is recommended.

Mr. Holland called for public comment.

There being no one to speak to the issue, the public hearing was closed.

On motion of Mr. Winslow, seconded by Mr. Ingle, the Board approved the conveyance of 0.105 +/- acres of land to the Commonwealth of Virginia for the Route I95 Auxiliary Lanes Project.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**16.B. TO CONSIDER LEASING OF SPACE AT THE COUNTY AIRPORT  
FOR USE BY THE VIRGINIA STATE POLICE AVIATION UNIT**

Mr. Sasek stated this date and time has been advertised for a public hearing for the Board to consider the lease of space at the County Airport to the Commonwealth of Virginia for use by the Virginia State Police Aviation Unit. He stated staff has reviewed the request and approval is recommended.

In response to Mr. Carroll's question relative to the date of the original lease, Mr. Sasek stated the original lease began in 1987. He concurred with Mr. Carroll that it has been a longstanding lease.

Mr. Holland called for public comment.

There being no one to speak to the issue, the public hearing was closed.

On motion of Mr. Carroll, seconded by Mr. Winslow, the Board approved the leasing of space at the County Airport to the Commonwealth of Virginia for use by the Virginia State Police Aviation Unit and authorized the County Administrator to execute the lease agreement.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**16.C. TO CONSIDER AMENDMENT TO COUNTY CODE 9-51 REGARDING  
PENALTY FOR FAILING TO FILE A TAX RETURN FOR CERTAIN  
PERSONAL PROPERTY**

Mr. Mincks stated this date and time has been advertised for a public hearing for the Board to consider an amendment to County Code Section 9-51 eliminating the penalty for failing to file a personal property tax return for boats, trailers, or aircraft by March 1. He reviewed the history of the ordinance and stated the Commissioner of the Revenue has been interpreting the ordinance as if boats, trailers, or aircraft were already not subject to the penalty.

Mr. Holland called for public comment.

There being no one to speak to the issue, the public hearing was closed.

On motion of Mr. Winslow, seconded by Ms. Haley, the Board adopted the following ordinance:

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY OF  
CHESTERFIELD, 1997, AS AMENDED, BY AMENDING AND  
REENACTING SECTION 9-51 RELATING TO TANGIBLE  
PERSONAL PROPERTY TAXES

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

*(1) That Section 9-51 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted, to read as follows:*

Chapter 9. FINANCE AND TAXATION  
ARTICLE III. TANGIBLE PERSONAL PROPERTY TAXES  
DIVISION 1. GENERAL PROVISIONS

**Sec. 9-51. - Payment.**

- (a) The tangible personal property tax levied on personal property, including mobile homes, and the machinery and tool tax levied on machinery and tools is due and payable on June 5 of each calendar year; however, any prorated tax levied on motor vehicles shall be due and payable in accordance with sections 9-52 et seq. Any person failing to pay such taxes on or before the due date shall incur a penalty of ten percent which shall be added to the amount of taxes owed from such taxpayer. The treasurer shall account for the penalty collected in his settlement.
- (b) All returns of tangible personal property subject to taxation, including mobile homes, machinery and tools, shall be filed by every person liable for the tax with the office of the commissioner of the revenue on forms furnished by it, on or before March 1 of each calendar year; however, every person liable for any prorated tax shall file a return in accordance with section 9-53. Any person failing to file such return on or before the due date shall incur a penalty of ten percent which shall be added to the amount of taxes or levies due from such taxpayer. The treasurer shall account for the penalty collected in his settlement. There shall be no penalty for any person liable for a prorated tax who fails to file a return or when the property subject to taxation is a motor vehicle, mobile home, trailer, boat, or aircraft if the billing date is January 1, 2017 or later.
- (c) In addition to the penalties provided herein, any such taxes remaining unpaid on the first day of the month next following the month in which such taxes become due, shall be delinquent and shall accrue interest at ten percent per annum.
- (d) Upon a written request, the commissioner of the revenue may extend the time for filing tangible personal property returns. The taxpayer must submit a request for an extension of time on or before March 1, including the reason for the extension request. Upon receipt of such request, the commissioner of the revenue may grant or refuse the request, and shall notify the taxpayer of his decision. Any extension of the filing date shall be for a fixed number of days, but not more than 60 days.
- (e) Motor vehicle, boat or trailer owners are required to file a new personal property tax return on or before March 1 of any tax year for which there is (i) a change in the name or address of the person or persons owning the vehicle; (ii) a change in the situs of the vehicle; or (iii) any other change affecting the assessment of the



personal property tax on the vehicle for which a tax return was previously filed. Unless and until such a new personal property tax return is filed, the most recent tax return filed prior to January 1, 1996 or any return filed thereafter shall be the basis for the assessment of a motor vehicle boat or trailer. Motor vehicle, boat or trailer owners are required to file a return as stated in sections 9-51(b) and 9-53 when acquiring one or more vehicles for which no personal property tax return has been filed with the county.

o o o

(2) *That this ordinance shall become effective upon adoption.*

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

**17. REMAINING MANUFACTURED HOME PERMITS AND ZONING REQUESTS**

There were no remaining manufactured home permits and zoning requests.

**18. FIFTEEN-MINUTE CITIZEN COMMENT PERIOD ON UNSCHEDULED MATTERS**

There were no requests to address the Board at this time.

**19. ADJOURNMENT**

On motion of Ms. Haley, seconded by Mr. Carroll, the Board adjourned at 6:40 p.m. until February 24, 2021, at 1:00 p.m. for a work session to be held in the Public Meeting Room.

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

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Joseph P. Casey  
County Administrator

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James M. Holland  
Chairman

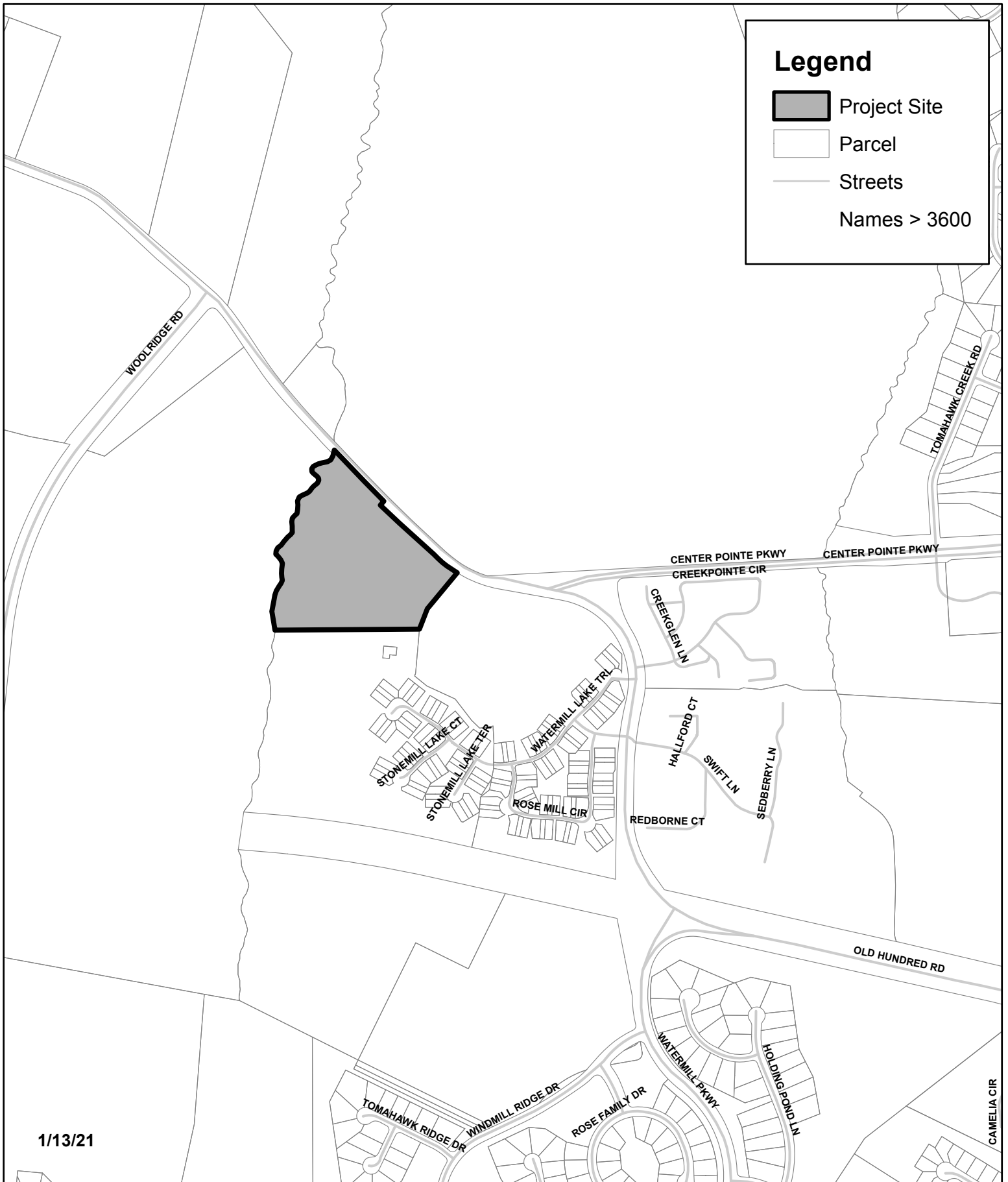
**Attachment A**  
**Board of Supervisors Meeting January 27, 2021**  
**Citizen Comments on Unscheduled Matters and Public Hearings**

<b>Date</b>	<b>First Name</b>	<b>Last Name</b>	<b>District</b>	<b>Comment Category</b>	<b>Comments</b>
1/23/2021	Michael	Damico	Bermuda	Unscheduled matters	When will Chesterfield County Health begin a mass vaccination program for Chesterfield county residents across the county.? Library buildings can be used as well as Chesterfield Fair grounds, Chester Village Green etc.
1/25/2021	Kam	Ng	Midlothian	Unscheduled matters	I understand COVID-19 vaccines are under supply in US and in Virginia. My wife and I are 69 years old with underlying health issues. We're Group 1B. Can you set up the vaccine portal so that we can get on the waiting list ASAP. I called the call center number 804-318-8207 this morning and was put on hold for 4 hours. Nobody answered my call.
1/26/2021	Renaë	Eldred	Bermuda	21SN0518 – Better Housing Coalition	While this case is not in the Bermuda District, I want to take the opportunity to let the BOS know the BHC has been a terrific partner along the Jefferson Davis Hwy. BHC built Winchester Green 20 plus years ago and it is still a well maintained, thriving community. The Clover Hill District will have a great project and good neighbor with this development. Renaë Eldred Jefferson Davis Association
1/26/2021	Renaë	Eldred	Bermuda	21SN0519 – Richmond Affordable Housing	This is an important piece of Virginia history and I applaud the efforts that the BHC has given to make sure the Colbrook Motel is remembered.

K.2

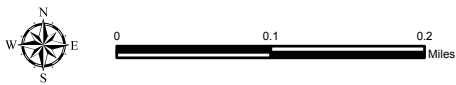
Location Map

# Old Hundred Trace Apartments



**Legend**

- Project Site
- Parcel
- Streets
- Names > 3600



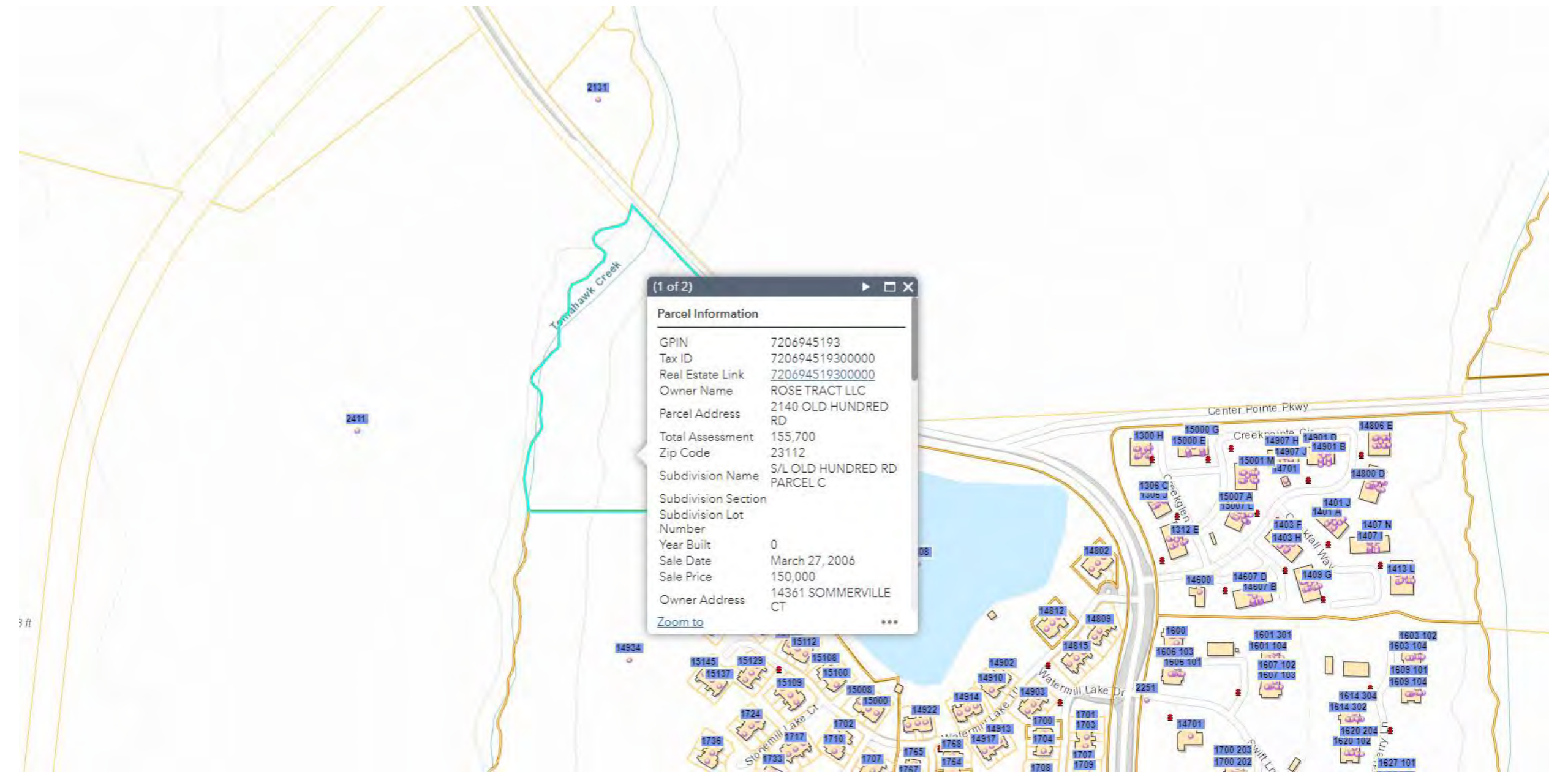
This is an ArcGIS map prepared by Chesterfield County Department of Community Enhancement. This information is only for representation purpose.

(1 of 2) ▶ □ ✕

**Parcel Information**

GPIN	7206945193
Tax ID	720694519300000
Real Estate Link	<a href="#">720694519300000</a>
Owner Name	ROSE TRACT LLC
Parcel Address	2140 OLD HUNDRED RD
Total Assessment	155,700
Zip Code	23112
Subdivision Name	S/L OLD HUNDRED RD PARCEL C
Subdivision Section	
Subdivision Lot Number	
Year Built	0
Sale Date	March 27, 2006
Sale Price	150,000
Owner Address	14361 SOMMERVILLE CT

[Zoom to](#) ...



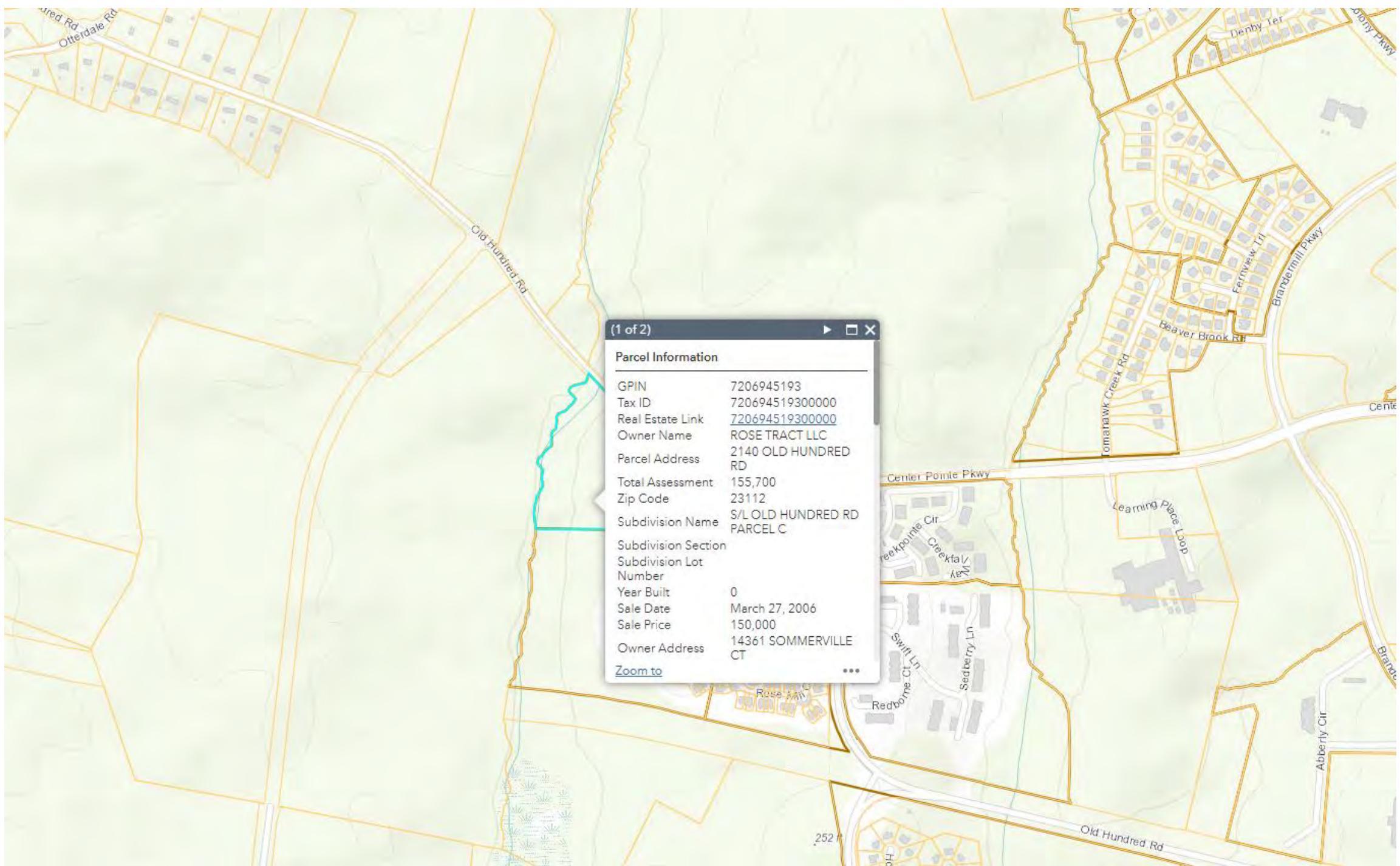


(1 of 2) ▶ □ ✕

**Parcel Information**

GPIN	7206945193
Tax ID	720694519300000
Real Estate Link	<a href="#">720694519300000</a>
Owner Name	ROSE TRACT LLC
Parcel Address	2140 OLD HUNDRED RD
Total Assessment	155,700
Zip Code	23112
Subdivision Name	S/L OLD HUNDRED RD PARCEL C
Subdivision Section	
Subdivision Lot Number	
Year Built	0
Sale Date	March 27, 2006
Sale Price	150,000
Owner Address	14361 SOMMERVILLE CT

[Zoom to](#) ...



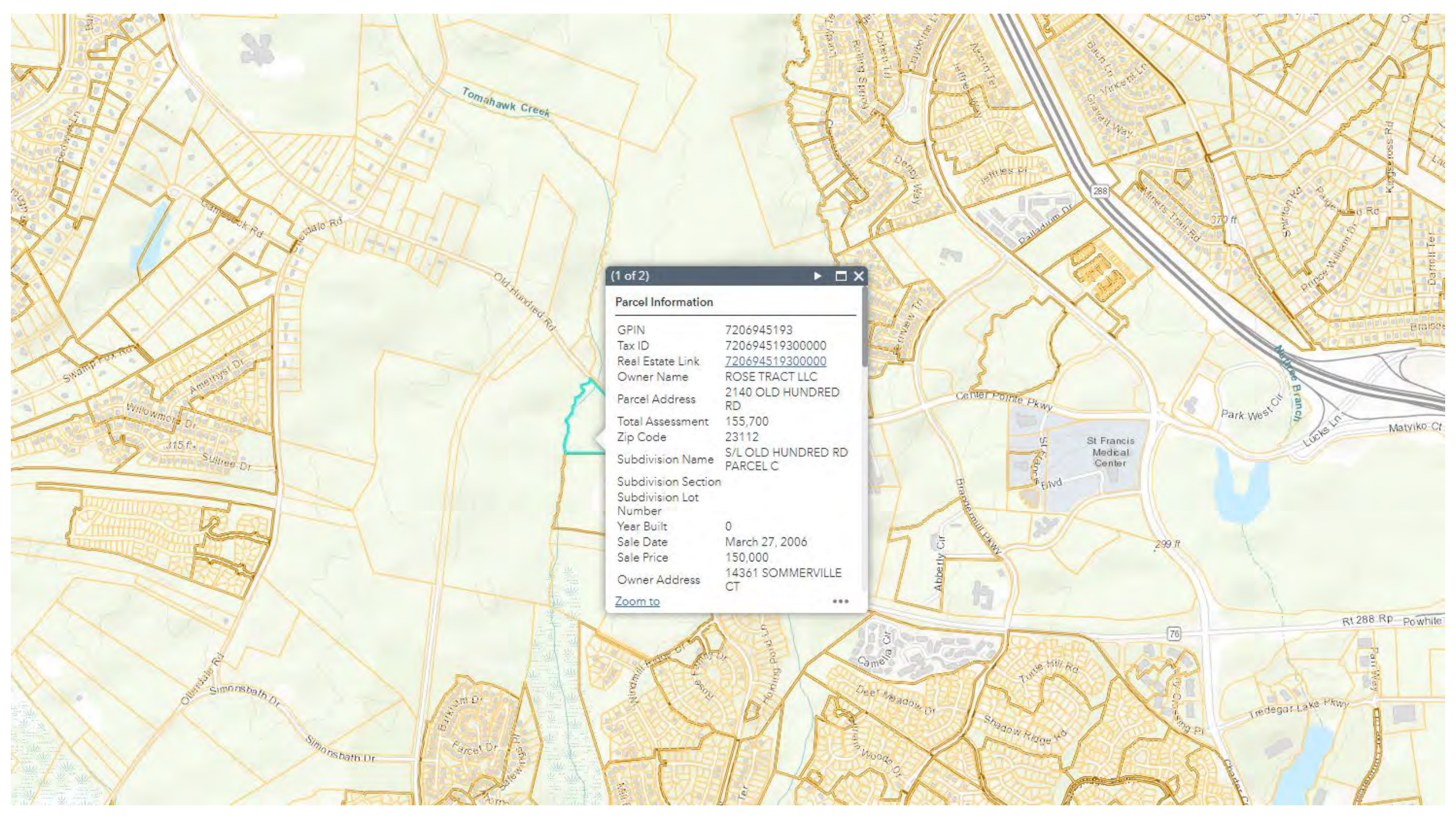


(1 of 2)

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Subdivision Section	PARCEL C
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Owner Address	14361 SOMMERVILLE CT

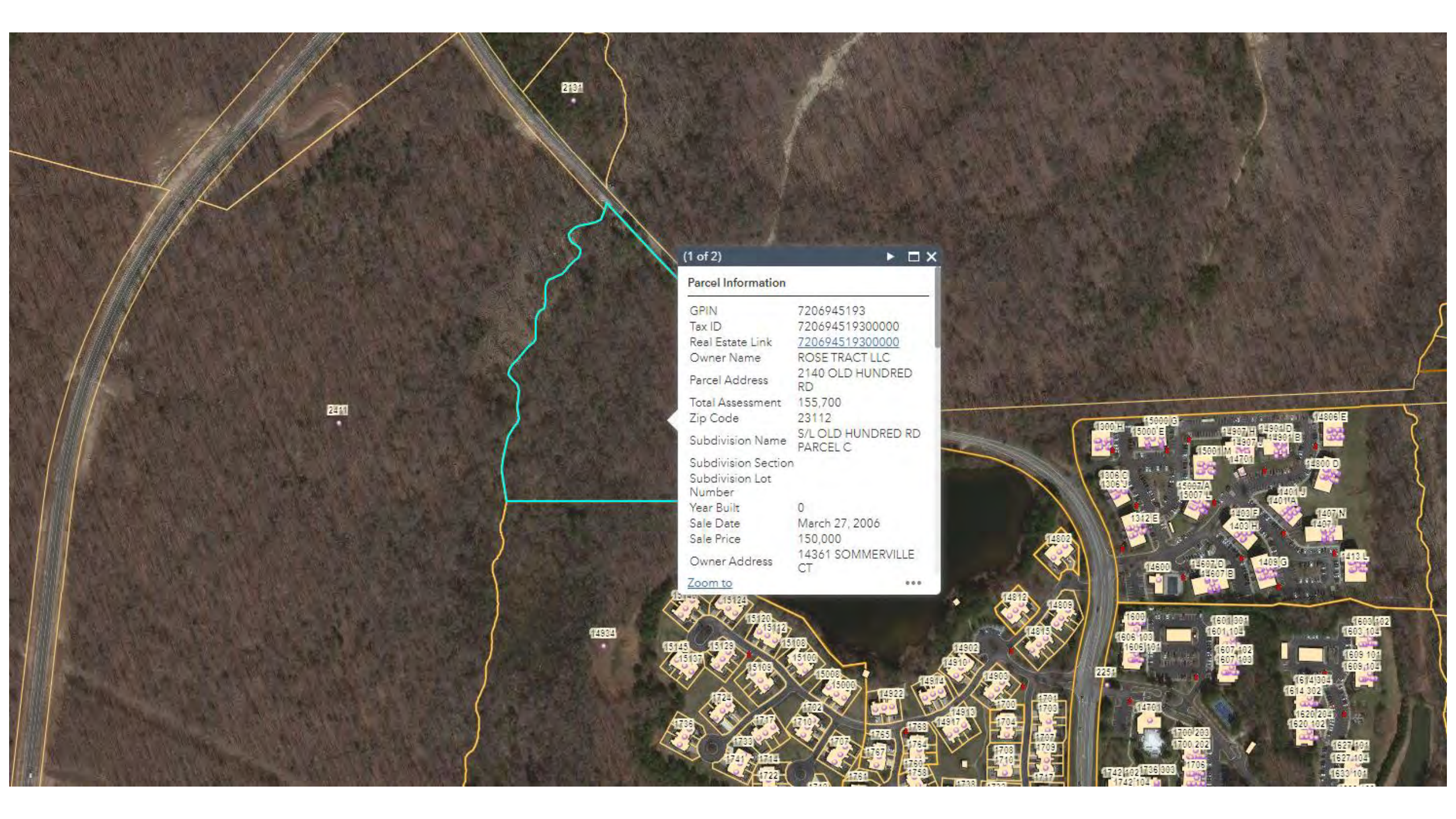
[Zoom to](#) ...





(1 of 2) [Navigation icons]

Parcel Information	
GPIN	7206945193
Tax ID	720694519300000
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Owner Name	ROSE TRACT LLC
Parcel Address	2140 OLD HUNDRED RD
Total Assessment	155,700
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Subdivision Section	
Subdivision Lot Number	
Year Built	0
Sale Date	Merch 27, 2006
Sale Price	150,000
Owner Address	14361 SOMMERVILLE CT
<a href="#">Zoom to</a>	...





(1 of 2)

**Parcel Information**

GPIN 7206945193  
Tax ID 720694519300000  
Real Estate Link [720694519300000](https://www.realtor.com/property/720694519300000)  
Owner Name ROSE TRACT LLC  
Parcel Address 2140 OLD HUNDRED RD  
Total Assessment 155,700  
Zip Code 23112  
Subdivision Name S/L OLD HUNDRED RD PARCEL C  
Subdivision Section  
Subdivision Lot Number  
Year Built 0  
Sale Date March 27, 2006  
Sale Price 150,000  
Owner Address 14361 SOMMERVILLE CT

[Zoom to](#)

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(1 of 2)

Parcel Information

GPIN 7206945193  
Tax ID 720694519300000  
Real Estate Link [720694519300000](#)  
Owner Name ROSE TRACT LLC  
Parcel Address 2140 OLD HUNDRED RD  
Total Assessment 155,700  
Zip Code 23112  
Subdivision Name S/L OLD HUNDRED RD PARCEL C  
Subdivision Section  
Subdivision Lot Number  
Year Built 0  
Sale Date March 27, 2006  
Sale Price 150,000  
Owner Address 14361 SOMMERVILLE CT

[Zoom to](#)

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(2 of 2)



#### Census Tract Information

The address entered is situated in Census Tract 1009.27 in Chesterfield County.

Is this address eligible for (only one may apply):

Points associated with being in a tract with less than 12% poverty? **No**

Points associated with being in a tract with less than 10% poverty? **No**

Points associated with being in a tract with less than 3% poverty? **Yes**

The tract's poverty is 0.90%

This location falls within Richmond MSA geographic pool. It is also subject to  
Zoom to

K.3

Surveyor's Certification of  
Proximity to Public  
Transportation

**ADDISON SURVEYORS**

**432 EAST MAIN STREET, ABINGDON, VIRGINIA 24210**

**276-676-3001 PHONE – 276-676-3190 FAX**

**Surveyor's Certification of Proximity to Transportation**  
**robin@addisonsurveyors.com**

DATE: 03/12/2021

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

RE: 2021 Tax Credit Reservation Request

Name of Development: Old Hundred Trace

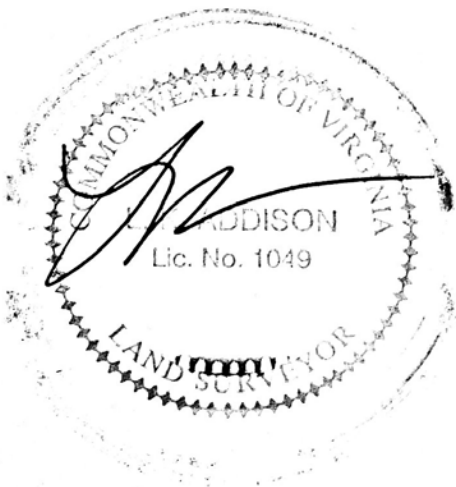
Name of Owner: Old Hundred Trace VA LLC

Gentlemen:

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

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

- 2,640 feet or 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.



ADDISON SURVEYORS

Firm Name

By:

Its: PRESIDENT

Title



L

PHA/Section 8 Notification  
Letter



## PHA or Section 8 Notification Letter

Development Name: Old Hundred Trace

Tracking #: 2021-C-36

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

### **General Instructions**

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

# PHA or Section 8 Notification Letter

**DATE:** 3/8/21

**TO:** Central Virginia Resource Corporation  
4009 Fitzhugh Avenue; Suite 100  
Richmond, VA 23230

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Old Hundred Trace  
Name of Owner: Old Hundred Trace VA LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on April 2023 (date).

The following is a brief description of the proposed development:

Development Address:  
2140 Old Hundred Road; Midlothian, VA 23114

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>54</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 type="checkbox"/> 1 Bedroom Units:	\$ <u>          </u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>513-1110</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>1235-1450</u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u>          </u>	/ month

Other Descriptive Information:

Old Hundred Trace consists of the new construction of 54 apartment units.



# 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 ( ) - . 252-752-7101

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

Sincerely yours,



Thomas F. Taft, Sr.

Name

Managing Member

Title

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

Seen and Acknowledged By: Gerald O'Neill

Printed Name: Gerald O'Neill

Title: Director

Phone: 804 921-8644

Date: 3/15/21

M

Locality CEO Response  
Letter



## Chesterfield County, Virginia

Joseph P. Casey, Ph.D., County Administrator

9901 Lori Road – P.O. Box 40 – Chesterfield, VA 23832-0040

Phone: (804) 748-1211 – Fax: (804) 717-6297 – Internet: chesterfield.gov

### BOARD OF SUPERVISORS

**JAMES M. "Jim" HOLLAND, CHAIR**

Dale District

**CHRISTOPHER M. WINSLOW, VICE CHAIR**

Clover Hill District

**JIM A. INGLE**

Bermuda District

**KEVIN P. CARROLL**

Matoaca District

**LESLIE A. T. HALEY**

Midlothian District

March 11, 2021

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

VHDA Tracking Number: 2021-C-36  
Development Name: Old Hundred Trace  
Name of Owner/Applicant: Old Hundred Trace VA LLC

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 Chesterfield County. Accordingly, Chesterfield County supports the allocation of federal housing tax credits requested by Old Hundred Trace VA LLC for this development.

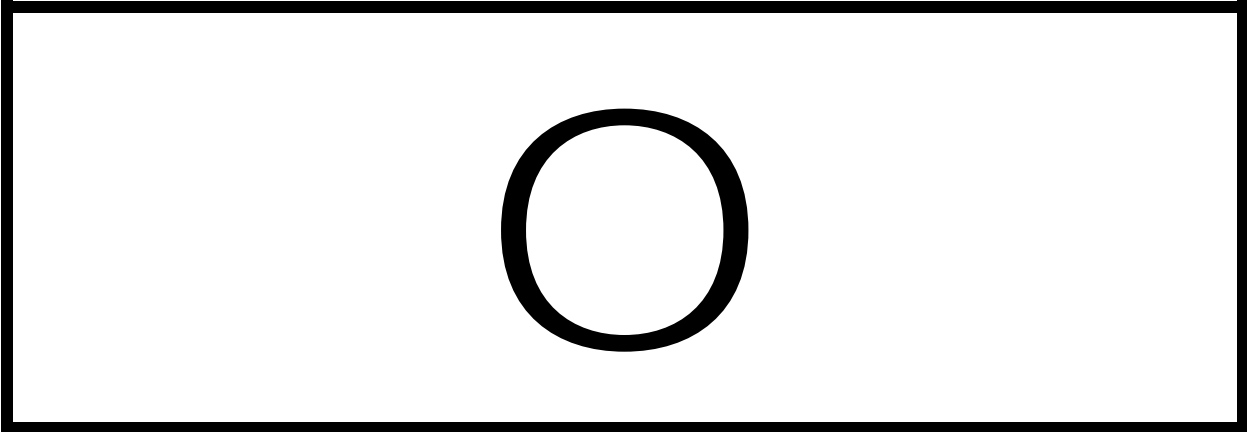
Yours truly,

Joseph P. Casey, Ph.D.  
County Administrator

**N**

Homeownership Plan

NA



O

Plan of Development  
Certification Letter

NA

P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership agreements



## Virginia Housing Experienced LIHTC Developers

Notes:

Updated: 3/10/2021

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

1 Listed if documentation supported at least 6 LIHTC developments

1 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 Poulfin, 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 Sinto, 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 Sr., 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 LEQIC 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

NA

R

Documentation of  
Operating Budget  
and Utility Allowance

**3.17.21**

Thomas F. Taft Sr  
Taft-Mills Group  
631 Dickinson Ave  
Greenville, NC 27834  
[ttaftoffice@tfonc.com](mailto:ttaftoffice@tfonc.com)

**Old Hundred Trace Preliminary Review Utility Allowance Estimation**

Dear Thomas,

Thank you for the opportunity to provide a preliminary review and Utility Allowance (UA) for Old Hundred Trace in Midlothian, VA.

In order to estimate the electric utility use, we used RESNET standard approved software (Ekotrope and/or REM/Rate). Below is the projected electric utility allowance cost that represents the ‘worst case’ unit type (highest projected cost). The inputs used in the energy modeling were from the preliminary plans and attached assumptions of units meeting ENERGY STAR v3 standards. Water and sewer projections below were calculated using the HUD Water & Sewage Calculator, as well as the [VHDA Utility Allowance Schedule](#).

Unit Type	Electricity (ekotrope)	Water & Sewer (HUD)	Water & Sewer (VHDA)	Total UA (HUD + ekotrope)
2Br	\$47	\$43	\$63	<b>\$90</b>
3Br	\$54	\$64	\$73	<b>\$118</b>

These figures are based on a set of assumptions that were needed to complete an initial assessment of development plans, as per *Appendix F – RESNET Rater Certification of Development Plans*, and will be revised accordingly as more detailed plans are developed. Should you have any questions do not hesitate to contact me.

Sincerely,

*Benoit Rivard*

Benoit Rivard  
Project Manager - Multifamily Affordable Housing  
Southern Energy Management  
[benoit@southern-energy.com](mailto:benoit@southern-energy.com)

S

Supportive Housing  
Certification

T

Funding Documentation

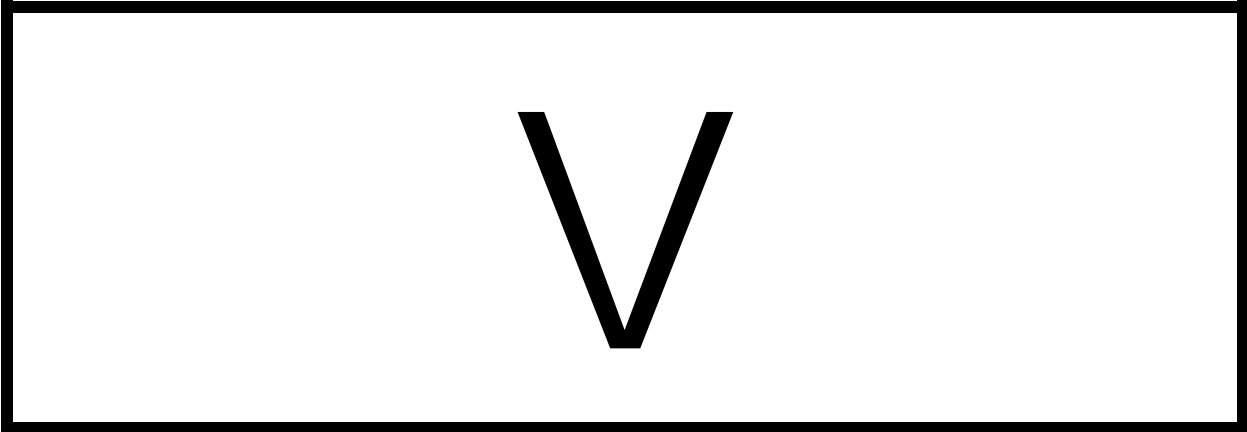
NA



U

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

NA



V

Nonprofit or LHA Purchase  
Option or Right of First  
Refusal

Prepared by and return to:  
Ellinger & Carr, PLLC  
2840 Plaza Place #475  
Raleigh, NC 27612

Tax Parcel: 720-694-5193

## **PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT**

This Purchase Option and Right of First Refusal Agreement (“Agreement”) is made as of the 1st day of March, 2021 by and among Old Hundred Trace VA LLC, a Virginia limited liability company (the “Company”) and Bay Aging, a Virginia corporation exempt from federal income taxation under Sections 501(a) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and whose primary purpose is providing housing to low-income families (the “Grantee”) (the Company and the Grantee are the “Parties”).

**WHEREAS**, the Company intends to construct a multifamily apartment complex to be known as Old Hundred Trace VA LLC to be located in the County of Chesterfield, Virginia as more particularly described on **Exhibit A** (“Property”) and the Property is or will be subject to one or more governmental agency regulatory agreements (collectively, the “Regulatory Agreement”) restricting its use to low-income housing and may become subject to a low-income use restriction (the “Special Covenant”) pursuant to the terms and conditions of this Agreement (such use restrictions under the Regulatory Agreement and Special Covenant being referred to collectively herein the “Use Restrictions”); and

**WHEREAS**, Grantee is a member of the Company and desires to provide for the continuation of the Property as low-income housing upon termination of the Company’s ownership of the Project by the Grantee purchasing the Property at the applicable price determined under this Agreement and operating the Property in accordance with the Use Restrictions; and

**WHEREAS**, Grantee has negotiated and required that the Company execute and deliver this Agreement in order to provide for such low-income housing.

**NOW THEREFORE**, in consideration of the execution and delivery of the Agreement and the payment of the Grantee to the Company of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Option.** The Company hereby grants to the Grantee an option (the “Option”) to purchase the real estate, fixtures, and personal property comprising the Property or associated with the physical operation thereof, owned by the Company at the time of Purchase, after the close of the fifteen (15) year compliance period for the low-income tax credit for the Property (the “Compliance Period”) as determined under Section 42(i)(1) of the Internal Revenue Code of 1986, as amended (the “Code”), on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Option specified herein.

2. **Grant of Refusal Right.** In the event that the company receives a bona fide offer to purchase the Property, which offer the Company intends to accept, Grantee shall have a right of first refusal to purchase the Property (the "Refusal Right") after the close of the Compliance Period, on the terms and conditions set forth in this Agreement, and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all the other applicable conditions set forth to this Agreement, (a) the foregoing grant of the Refusal Right shall be effective only if Grantee is currently and remains at all times hereafter, until (i) the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the Refusal Right has been assigned to Permitted Assignee described in Section 10 hereof, whichever first occurs, a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code and (b) any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee meeting the requirements of Section 42(i)(7)(A) of the Code. Prior to accepting any bona fide offer to purchase the Property, the Company shall notify the Grantee of such offer and deliver a copy thereof. The Company shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Section 6 hereof.

3. **Purchase Price Under Option.** The purchase price for the Property pursuant to the Option shall be the greater of (i) the Fair Market Value of the Property or (ii) the amount sufficient (a) to pay all debts (including member loans) and liabilities of the Company upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Option, and (b) to distribute to the members cash proceeds equal to the taxes projected to be imposed on the members of the Company as a result of the sale pursuant to the Option.

As used in this Section 3, Fair Market Value shall mean:

- i) The fair market value determined as the Parties shall agree.
- ii) If the Parties cannot agree on a determination of the Fair Market Value, the fair market value as determined by an appraiser mutually acceptable to the Parties.
- iii) If the Parties cannot agree on selection of an appraiser, the Company shall provide Grantee with a list of three potential alternative appraisers. The Grantee shall choose one appraiser from such list who shall determine the fair market value of the Property.

4. **Purchase Price Under Refusal Right.** The purchase price of the Property pursuant to Refusal Right shall be equal to the sum of: (a) an amount sufficient to pay all debts (including Member Loans) and liabilities of the Company upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Refusal Right, (b) an amount sufficient to distribute to the members of the Company cash

proceeds equal to the taxes projected to be imposed on the members of the Company as a result of the sale pursuant to the Refusal Right, (c) an amount necessary to repay the managing member of the Company for any special capital contribution it had to make to pay off unpaid development fee, (d) expenses of sale, and (e) any amounts owed to the investor member of the Company under the operating agreement of the Company.

5. **Conditions Precedent.** Notwithstanding anything in this Agreement to the contrary, the Option and Refusal Right granted hereunder shall be contingent on the following:

- (i) the Regulatory Agreement shall have been entered into and remained in full force and effect and those Use Restrictions to be contained therein, shall have remained unmodified without its prior written consent, or
- (ii) if the Regulatory Agreement is no longer in effect due to reasons other than a default thereunder by the Company, such Use Restrictions, as so approved and unmodified, shall have remained in effect and shall continue in effect by inclusion in the vesting deed of the Property to the Company.

If any or all of such conditions precedent have not been met, the Option and the Refusal Right shall not be exercisable.

6. **Exercise of Option or Refusal Right.** The Option and Refusal Right may each be exercised by Grantee by giving prior notice of its intent to exercise the Option or the Refusal Right to the Company and each of its members in the manner provided in the Agreement in compliance with the requirements of this Agreement.

If prior to exercise of the Option or Refusal Right, as applicable, the Service has issued a revenue ruling or provided a private letter ruling to the Company holding that a covenant of the nature described hereinbelow may be utilized without limiting tax credits or deductions that would otherwise be available to the members of the Company, then as a condition of the Option and Refusal Right, the deed to Grantee shall include a special covenant (“Special Covenant”) specifically restricting continued use of the Property to low-income and maximum rent requirements (excluding any right under the Code to raise rents after notice to the applicable state or local housing credit agency if it is unable to find a buyer at the statutory price) as are currently specified in the Agreement with reference to low-income housing tax credit (notwithstanding any future discontinuation of such credit or modification of federal requirements thereof), except insofar as stringent use requirements are imposed by the Regulatory Agreement. The Special Covenant shall constitute part of the Use Restrictions. The Special Covenant may state that is applicable and enforceable only to the extent such housing produces income sufficient to pay all operating expenses and debt service and fund customary reserves and there is a need for low-income housing in the geographic area the Property is located. The Special Covenant shall run with the land for a period of fifteen (15) years after closing of the purchase under the Option of the Refusal Right, as applicable, or, if longer, for the period

measured by the then remaining period of Use Restrictions under the Regulatory Agreement, provided that the Special Covenant shall terminate the option of any holder of the reverter rights described hereinabove, upon enforcement thereof.

In the event that neither the Option nor the Refusal Right is exercised, or the sale pursuant thereto is not consummated, then upon conveyance of the Property to any one other than Grantee or its permitted assignee hereunder, the foregoing provisions shall terminate and have no further force and effect.

7. **Assignment.** Grantee may assign all or any of its rights under this Agreement to (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 Property (each a "Permitted Assignee") that demonstrates its ability and willingness to maintain the Property as low-income housing in accordance with the Use restrictions, and subject to any event to the conditions precedent to the Refusal Right grant and the Option price set forth in Sections 2 and 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice to the Company and all members of the Company. Upon any permitted assignment hereunder references to this Agreement to Grantee shall mean the permitted Assignee where the contact 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 the Agreement. Except as specifically permitted herein, Grantee's rights hereunder shall not be assignable.

8. **Miscellaneous.** This Agreement shall be governed by the laws of the Commonwealth of Virginia. This Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement.

[signatures on following page]



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


Old Hundred Trace VA LLC,  
a Virginia limited liability company

By: Old Hundred Trace VA MM LLC,  
a Virginia limited liability company

By: Taft-Mills Group, LLC,  
a North Carolina limited liability company, Managing Member

By:   
Thomas F. Taft, Sr., Managing Member

Bay Aging,  
a Virginia nonprofit corporation

By:   
Name: Kathy E. Yealey  
Title: President & CEO



STATE OF North Carolina :  
COUNTY OF Martha :

I, a Notary Public, certify that Thomas F. Taft, Sr., Managing Member of Taft-Mills Group, LLC, a North Carolina limited liability company, Managing Member Old Hundred Trace VA LLC of Old Hundred Trace VA MM LLC, a Virginia limited liability company personally came before me this day and being duly authorized executed the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the 4<sup>th</sup> day of March, 2021

Tristan D. Williams  
Notary Public Tristan D. Williams

My Commission expires: 09-10-2022



COMMONWEALTH OF VIRGINIA :  
COUNTY OF Middlesex :

I, a Notary Public certify that Kathy E. Vesley, President & CEO of Bay Aging, a Virginia nonprofit corporation, personally came before me this day and being duly authorized executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the 17<sup>th</sup> day of March, 2021.

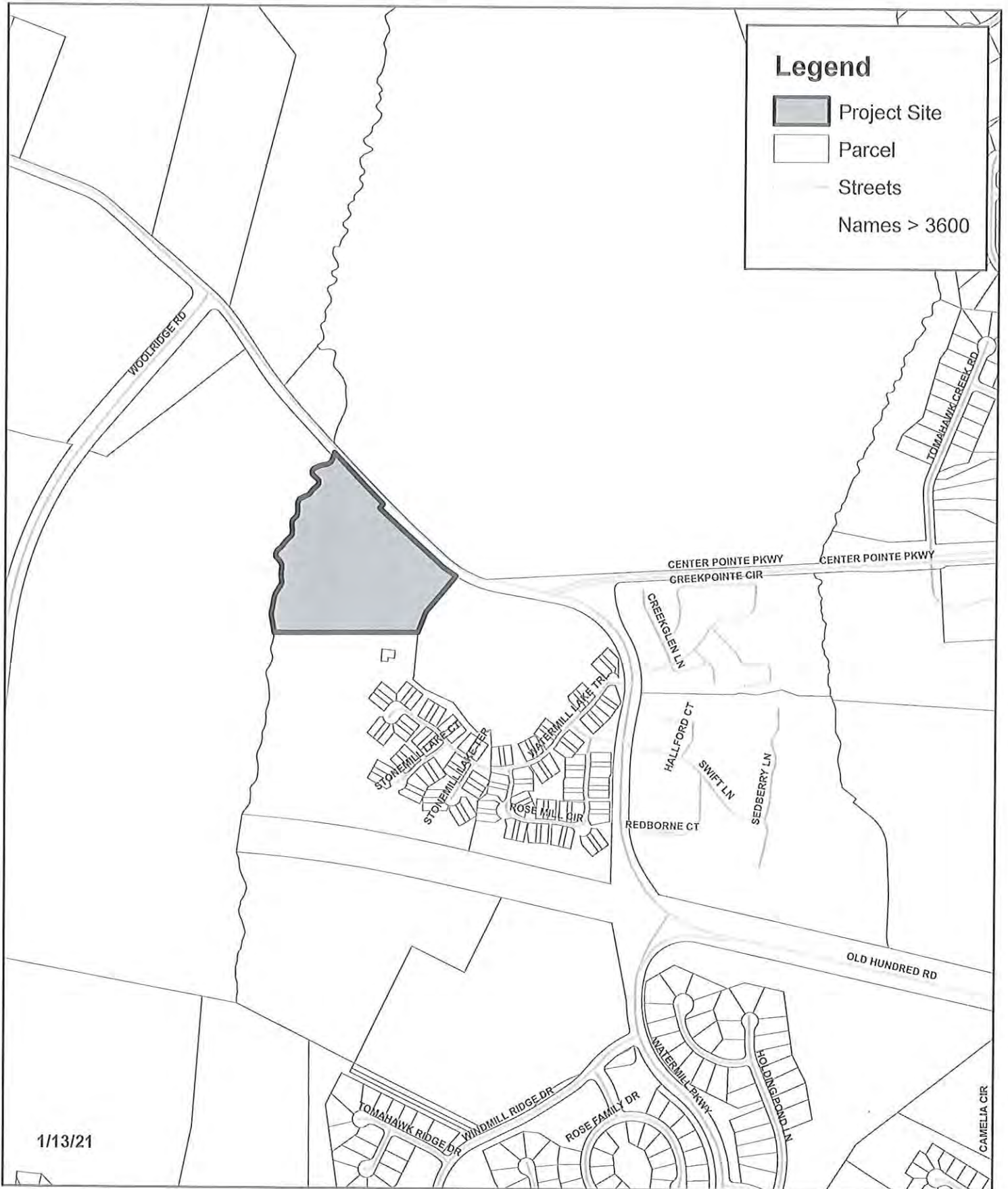
Stephanie Mary Hutton  
Notary Public

My Commission expires: 11/30/2022



# Old Hundred Trace Apartments

# Exhibit A



This is an ArcGIS map prepared by Chesterfield County Department of Community Enhancement. This information is only for representation purpose.

W

Internet Safety Plan and  
Resident Information  
Form

Resident Internet Policy Acknowledgement Form

I, \_\_\_\_\_ acknowledge that I have  
(Resident name)

reviewed the Excel Property Management Wireless Access Policy (“Policy”) and the Office of the Attorney General Internet Safety Guidelines. I agree to abide by the rules and procedures outlined in the policy and in my lease agreement.

\_\_\_\_\_  
(Resident Signature)

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
(Date)

## WIRELESS ACCESS POLICY

Use of wireless devices and internet access are increasing as it provides a convenient mechanism for accessing resources. Along with this convenience is a need for management access, as the devices are natively less secure than a hardwired device. The following policy is being implemented to reduce risks related to wireless networks:

- Wireless networks shall be segmented between personnel, residents and guests.
- Wireless access points or routing devices are to be secured with lock access only accessible by the management agent.
- Logical and physical user access to wireless network devices shall be restricted to authorized personnel and residents only.
- The guest access point is to be used by all guests.
- All vendor default settings for wireless devices (e.g. passwords, wireless encryption keys) shall be changed prior to installing wireless equipment.
- Wireless security protocols shall be used that are of the highest encryption possible.
- Strong passwords shall be employed for all wireless SSID and changed on a periodic basis either through the protocol or across the enterprise
- User id will be issued to all users at that time of move in or hire date
- Passwords will expire every 90 days
- Passwords will need to include at least 1 uppercase letter, 1 lowercase letter, a number and special character.
- Passwords are not to be shared with guests, other residents or personnel.

The users of wireless access are responsible for protecting the information and/or devices:

- Devices should be equipped with firewalls and/or virus protection.
- Wireless networks transmitting sensitive information or connected to sensitive information environments recommend use of strong encryption for authentication and transmission.
- Inspections will be conducted semi-annually to assure wireless access points or routing devices are secure.

Residents, personnel or guests found in violation of policy may be subject to lease or employment termination.



# Internet Safety

Playing it safe while playing online





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



# Privacy & Personal Information



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

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

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

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

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

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



Think before you click



Do you know who sent that email?





# Passwords

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

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

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



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

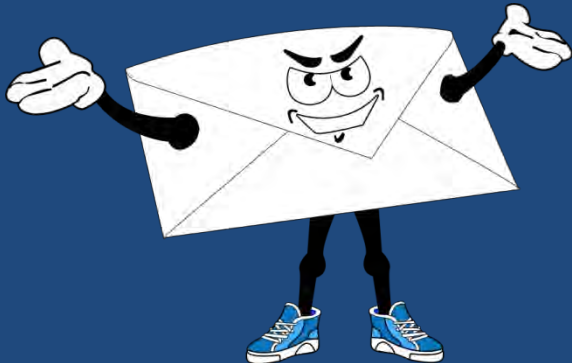
# Spam



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

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

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



How do you know it is spam?

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



# Malware



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

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

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

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



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

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

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

# Adware

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

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



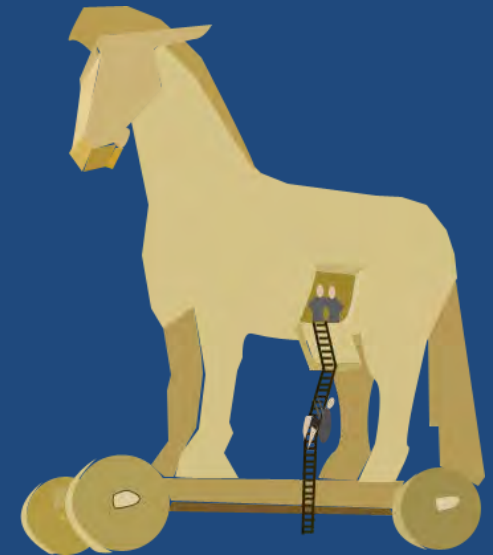
# Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





# Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>



# Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

# Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



# Be Careful of What You Say!



**Defamation:** Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

**Slander:** When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

**Libel:** This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

# Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

# How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as [www.kidzworld.com](http://www.kidzworld.com). Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





# Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



# Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.



# Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





# The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



# Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



# About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



# About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

**REMEMBER:** You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

# Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



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# Marketing Plan

For units meeting accessibility requirements of HUD section

504



# ***Old Hundred Trace Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act***

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Old Hundred Trace Apartments will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Old Hundred Trace. Excel Property Management Inc., the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, Excel Property Management Inc. will be responsible for the development and management of community and resident services program.

## **I. Affirmative Marketing**

Excel Property Management Inc. is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. Excel Property Management Inc., its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of Excel Property Management Inc..

## **II. Marketing and Outreach**

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

### **1. Networking**

Excel Property Management Inc. will contact local centers for independent living, disability

services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- Virginia Board for People with Disabilities (804-662-7000)
- Virginia Department for Aging and Rehabilitative Services (804-863-1625)
- Chesterfield County Disability Services Board (804-768-7878)

#### Centers for Independent Living

Resources for Independent Living (804-353-6503)

- Dominion Behavioral Health (804-794-4482)

### Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by and applicable federal subsidy program.
- A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.

### 2. Internet Search

Old Hundred Trace will also be listed on the following websites:

[www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)

[www.gosection8.com](http://www.gosection8.com)

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

[accessva.org](http://accessva.org)

[dbhds.virginia.gov](http://dbhds.virginia.gov)

### 3. Print Media

Print media sources will also be identified in the Midlothian area that cater to people with

disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

#### **4. Resident Referrals**

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. ***Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.*** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

#### **5. Marketing Materials**

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.

### **III. Public and Community Relations**

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. Excel Property Management Inc. encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

#### **IV. Tenant Selection and Orientation**

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

#### **Tenant Selection Criteria**

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

*Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance*

#### **Application Processing**

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.

- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit and no negative rental history and no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;
  - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
  - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
  - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Middlebrook Trace Apartments is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability.

- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.
- Held Vacant for 60 Days

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-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 or a 30-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

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Inducement Resolution  
for Tax Exempt Bonds

NA