
2022 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 10, 2022**

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 2022 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 10, 2022**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	johndavid.bondurant@virginiahousing.com	(804) 343-5725
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
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Aniyah Moaney	aniyah.moaney@virginiahousing.com	(804) 343-5518

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6. Team Information	Development Team Contact information
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11. Enhancements	Building Amenities above Minimum Design Requirements
12. Special Housing Needs	504 Units, Sect. 8 Waiting List, Rental Subsidy
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17. Owner's Costs	Development Budget: Owner's Costs, Developer Fee, Cost Limits
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19. Sources of Funds	Construction, Permanent, Grants and Subsidized Funding Sources
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21. Gap Calculation	Credit Reservation Amount Needed
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28. Efficient Use of Resources (EUR)	Calculates Points for Efficient use of Resources
29. Mixed Use - Cost Distribution	For Mixed Use Applications only - indicates how costs are distributed across the different construction activities

2022 Low-Income Housing Tax Credit Application For Reservation

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

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

VHDA TRACKING NUMBER

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/9/2022

1. Development Name: Braddock Terrace
2. Address (line 1): 41947 Braddock Road
 Address (line 2):
 City: Aldie State: VA Zip: 20105
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Loudoun County
5. The site overlaps one or more jurisdictional boundaries..... FALSE
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 51107611806.00
7. Development is located in a **Qualified Census Tract**..... FALSE
8. Development is located in a **Difficult Development Area**..... TRUE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution** TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....

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

Enter only Numeric Values below:

13. Congressional District: 10
- Planning District: 8
- State Senate District: 13
- State House District: 87

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

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

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

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

This development is an opportunity to de-concentrate traditional affordable housing and provide an affordable community in a desirable area of Loudoun County. The development will consist of 124 for purchase market-rate homes with a variety of layouts including single family detached, duplex and quadplex units. The development will also include our proposed 20 units that will be available for income qualified residents for rent that will be indistinguishable from the market rate units within the community with similar exteriors.

VHDA TRACKING NUMBER

[Redacted]

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/9/2022

16. Local Needs and Support

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

Chief Executive Officer's Name: Tim Hemstreet

Chief Executive Officer's Title: County Administrator Phone: 703-777-0200

Street Address: 1 Harrison St. SE

City: _____ State: _____ Zip: _____

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

- 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:

Northern VA - Planning District 8

or

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

For Tax Exempt Bonds, where are bonds being issued?

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

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, 2022.

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, 2022, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

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

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

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.

Name of companion development:

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.)

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

TRUE

In 2022, Virginia Housing will debut a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. More details will be provided.

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: Braddock Terrace VA LLC

Developer Name: Fitch Irick Corporation

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

Address: 1515 Mockingbird Lane, Ste 1010

City: Charlotte St. ▶ NC Zip: 28209

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

Email address: charlie@fitchirick.com

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

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

Additional Contact: Please Provide Name, Email and Phone number.
Anderea Gonzalez , anderea@fitchirick.com. 980-335-2039

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

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

Names **	Phone	Type Ownership	% Ownership
Hollis Fitch	980-335-2039	President	32.013%
Charles F Irick Jr	980-335-2032	CDO of MM	31.905%
Ira M Slomka	980-335-2037	Manager	14.049%
Casey Stansbury	980-335-2034	Manager	8.208%
Investors			3.825%
Southeastern Housing Preservation Inc. - Ira Slomka	980-3352-2037	President	10.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%

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

C. OWNERSHIP INFORMATION

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

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

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

FALSE

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

3. Developer Experience:

*May only choose one of A, B or C **OR** select one or more of D, E and F.*

TRUE a. A principal of the controlling general partner or managing member for the proposed development has developed as a controlling general partner or managing member for (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.

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

FALSE b. A principal of the controlling general partner or managing member for the proposed development has developed at least three deals as principal and have at \$500,000 in liquid assets.

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

FALSE 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).

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

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

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

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

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

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

Action: Provide documentation as stated in the manual. **(Tab P)**

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract
 Expiration Date: 12/31/2022

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a. FALSE Owner already controls site by either deed or long-term lease.
- b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/2022 .
- c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner.

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

D. SITE CONTROL

3. Seller Information:

Name: Van Metre Homes at Braddock LLC

Address: 9900 Main Street, Ste 500

City: Fairfax St.: VA Zip: 22031

Contact Person: Roy Barnett Phone: (703) 425-2614

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 *Provide Email address for each completed team member*

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	<u>David Pryzwansky</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>The Pryzwansky Law Firm, P.A.</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>507 W. Peace St, Ste. 101, Raleigh, NC 27603</u>		
Email:	<u>david@pryzlaw.com</u>	Phone:	<u>919-828-8668</u>
2. Tax Accountant:	<u>Tim Smith</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Bernard Robinson Company</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>1501 Highwoods Blvd. Suite 300, Greensboro, NC 27410</u>		
Email:	<u>tsmith@brccpa.com</u>	Phone:	<u>(336) 232-4410</u>
3. Consultant:	<u>Ryne Johnson</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Astoria, LLC</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>3450 Lady Marian Ct. Midlothian, VA 23113</u>		
Email:	<u>Rynejohnson@astoriallc.com</u>	Role:	<u>tax credit app</u>
		Phone:	<u>804-320-0585</u>
4. Management Entity:	<u>Tami Fossum</u>	This is a Related Entity.	<u>TRUE</u>
Firm Name:	<u>GEM Management</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>2021 Cross Beam Drive, Charlotte, NC 28217</u>		
Email:	<u>tfossum@gemmanagement.net</u>	Phone:	<u>704-357-4000</u>
5. Contractor:	<u>Bryan Adgate</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>Morgan-Keller Construction</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>70 Thomas Johnson Dr, Ste 200, Frederick, MD 21702</u>		
Email:	<u>badgate@morgankeller.com</u>	Phone:	<u>301-663-0626</u>
6. Architect:	<u>Chuck Hawley</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>STUDIO 343</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>1912 D Lincoln Dr, Annapolis, MD 21401</u>		
Email:	<u>chuck@studio343.com</u>	Phone:	<u>410-267-6589 x101</u>
7. Real Estate Attorney:	<u>David Pryzwansky</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u>The Pryzwansky Law Firm, P.A.</u>	DEI Designation?	<u>FALSE</u>
Address:	<u>507 W. Peace St, Ste. 101, Raleigh, NC 27603</u>		
Email:	<u>david@pryzlaw.com</u>	Phone:	<u>919-828-8668</u>
8. Mortgage Banker:	<u>**</u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u></u>	DEI Designation?	<u>FALSE</u>
Address:	<u></u>		
Email:	<u></u>	Phone:	<u></u>
			<i>Provide Email address for completed team member</i>
9. Other:	<u></u>	This is a Related Entity.	<u>FALSE</u>
Firm Name:	<u></u>	DEI Designation?	<u>FALSE</u>
Address:	<u></u>		
Email:	<u></u>	Role:	<u></u>
		Phone:	<u></u>

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
Action: If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, in what year did this development receive credits?
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**
Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... **FALSE**

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

G. NONPROFIT INVOLVEMENT

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

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

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

- 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: Southeastern Housing Preservation Inc

Contact Person: Ira Slomka

Street Address: 1515 Mockingbird Lane Suite 1010

City: Charlotte State: NC Zip: 28209

Phone: (980) 335-2037 Contact Email:

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. See manual for more specifics.

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

Name of qualified nonprofit: Southeastern Housing Preservation Inc

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

2. **FALSE**

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

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

NOTE: Applicant is required to waive the right to pursue a Qualified Contract.

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	20	bedrooms	50
Total number of rental units in development	20	bedrooms	50
Number of low-income rental units	20	bedrooms	50
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	20	bedrooms	50
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.....		34,610.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		7,120.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		27,490.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	1.290		
j. Locality has approved a final site plan or plan of development.....		FALSE	
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....		FALSE	

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	1088.00	SF	10	10
2+ Story 3BR Townhouse	1565.00	SF	10	10
2+ Story 4BR Townhouse	0.00	SF	0	0
			20	20

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

3. Structures

- a. Number of Buildings (containing rental units)..... 5
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 2

d. The development is a scattered site development..... FALSE

e. Commercial Area Intended Use: _____

f. Development consists primarily of : **(Only One Option Below Can Be True)**

- i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
- ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
- iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

H. STRUCTURE AND UNITS INFORMATION

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

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

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

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: _____

m. Number of Proposed Parking Spaces 40
 Parking is shared with another entity FALSE

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

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

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

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

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
 - i. Phase I environmental assessment.
 - ii. Physical needs assessment for any rehab only development.

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

6. Market Study Data: (MANDATORY)

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

Project Wide Capture Rate - LIHTC Units	2.30%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	2.30%
Project Wide Absorption Period (Months)	1 Month

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	32	38	0
Air Conditioning	0	0	8	10	0
Cooking	0	0	7	9	0
Lighting	0	0	32	36	0
Hot Water	0	0	18	23	0
Water	0	0	25	32	0
Sewer	0	0	36	51	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$158	\$199	\$0

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

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

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

J. ENHANCEMENTS

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

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

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

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

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

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

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

- | | |
|--------|--|
| FALSE | a. A community/meeting room with a minimum of 749 square feet is provided. |
| 50.00% | b1. Percentage of brick covering the exterior walls. |
| 50.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill). |
| FALSE | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| FALSE | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| | f. <i>Not applicable for 2022 Cycles</i> |
| TRUE | g. Each unit is provided free individual high speed internet access. |
| | or |
| FALSE | h. Each unit is provided free individual WiFi access. |
| TRUE | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| | or |
| FALSE | j. Full bath fans are equipped with a humidistat. |
| FALSE | k. Cooking surfaces are equipped with fire prevention features |
| | or |
| TRUE | l. Cooking surfaces are equipped with fire suppression features. |
| FALSE | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| | or |
| TRUE | n. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | o. All interior doors within units are solid core. |
| TRUE | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| TRUE | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| | r. <i>Not applicable for 2022 Cycles</i> |

J. ENHANCEMENTS

- TRUE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

2. Green Certification

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

The applicant will also obtain one of the following:

- | | | | |
|--------------------------------|--|--------------------------------|--|
| <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)

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

- 4. 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.

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.

TRUE

- b. Any development in which ten percent (10%) of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

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



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

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

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

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

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

K. SPECIAL HOUSING NEEDS

b. The development has existing tenants and a relocation plan has been developed..... FALSE
(If True, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

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

3. Leasing Preferences

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

Organization which holds waiting list: Loudoun County

Contact person: Janelle Beverly

Title: Housing Choice Voucher Program Manager

Phone Number: (703) 777-0100

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: 10
% of total Low Income Units 50%

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

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

3. Target Population Leasing Preference

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

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

First Name: Tami

Last Name: Fossum

Phone Number: (704) 405-3393 Email: tfossum@gemmanagement.net

K. SPECIAL HOUSING NEEDS

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: []

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%
2	10.00%	30% Area Median	60%
0	0.00%	40% Area Median	0%
8	40.00%	50% Area Median	400%
10	50.00%	60% Area Median	600%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
20	100.00%	Total	5200%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
2	10.00%	30% Area Median	60%
0	0.00%	40% Area Median	0%
8	40.00%	50% Area Median	400%
10	50.00%	60% Area Median	600%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
20	100.00%	Total	5200%

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

2. Unit Detail FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	2 BR - 2 Bath	30% AMI	1		1066.00	\$700.00	\$700
Mix 2	3 BR - 2 Bath	30% AMI	1		1568.00	\$800.00	\$800
Mix 3	2 BR - 2 Bath	50% AMI	4		1100.00	\$1,275.00	\$5,100
Mix 4	3 BR - 2 Bath	50% AMI	4		1568.00	\$1,425.00	\$5,700
Mix 5	2 BR - 2 Bath	60% AMI	4		1100.00	\$1,550.00	\$6,200
Mix 6	3 BR - 2 Bath	60% AMI	4		1568.00	\$1,775.00	\$7,100
Mix 7	2 BR - 2 Bath	60% AMI	1	1	1013.00	\$1,775.00	\$1,775
Mix 8	3 BR - 2 Bath	60% AMI	1	1	1540.00	\$1,550.00	\$1,550
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0

L. UNIT DETAILS

Mix 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
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Mix 71								\$0
Mix 72								\$0
Mix 73								\$0

L. UNIT DETAILS

Mix 74								\$0
Mix 75								\$0
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Mix 77								\$0
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Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
TOTALS			20	2				\$28,925

Total Units	20	Net Rentable SF:	TC Units	26,531.00
			MKT Units	0.00
			Total NR SF:	26,531.00

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing				\$75
2. Office Salaries				\$0
3. Office Supplies				\$0
4. Office/Model Apartment	(type)	\$0
5. Management Fee				\$28,000
	8.11% of EGI	\$1,400.00	Per Unit	
6. Manager Salaries				\$43,680
7. Staff Unit (s)	(type)	\$0
8. Legal				\$500
9. Auditing				\$0
10. Bookkeeping/Accounting Fees				\$3,000
11. Telephone & Answering Service				\$2,400
12. Tax Credit Monitoring Fee				\$0
13. Miscellaneous Administrative				\$0
Total Administrative				\$77,655

Utilities

14. Fuel Oil				\$0
15. Electricity				\$10,000
16. Water				\$12,000
17. Gas				\$0
18. Sewer				\$5,000
Total Utility				\$27,000

Operating:

19. Janitor/Cleaning Payroll				\$0
20. Janitor/Cleaning Supplies				\$10,000
21. Janitor/Cleaning Contract				\$0
22. Exterminating				\$1,500
23. Trash Removal				\$5,000
24. Security Payroll/Contract				\$2,500
25. Grounds Payroll				\$0
26. Grounds Supplies				\$1,000
27. Grounds Contract				\$12,000
28. Maintenance/Repairs Payroll				\$0
29. Repairs/Material				\$1,000
30. Repairs Contract				\$0
31. Elevator Maintenance/Contract				\$0
32. Heating/Cooling Repairs & Maintenance				\$0
33. Pool Maintenance/Contract/Staff				\$0
34. Snow Removal				\$1,000
35. Decorating/Payroll/Contract				\$0
36. Decorating Supplies				\$0
37. Miscellaneous				\$0
Totals Operating & Maintenance				\$34,000

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$25,000
39. Payroll Taxes	\$3,495
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$7,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$4,000
45. Other Insurance	\$0
Total Taxes & Insurance	\$39,495

Total Operating Expense **\$178,150**

Total Operating Expenses Per Unit \$8,908 **C. Total Operating Expenses as % of EGI** 51.62%

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$6,000**

Total Expenses	\$184,150
-----------------------	------------------

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	3/9/2022	Charlie Irick
b. Site Acquisition	12/31/2022	Charlie Irick
c. Zoning Approval		
d. Site Plan Approval		
2. Financing		
a. Construction Loan		
i. Loan Application	10/1/2022	Tom Barry
ii. Conditional Commitment	11/20/2022	Tom Barry
iii. Firm Commitment	12/15/2022	Tom Barry
b. Permanent Loan - First Lien		
i. Loan Application	10/1/2022	Tom Barry
ii. Conditional Commitment	11/20/2022	Tom Barry
iii. Firm Commitment	12/15/2022	Tom Barry
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	Check Certification	Charlie Irick
3. IRS Approval of Nonprofit Status	Check Certification	Ira Slomka
4. Closing and Transfer of Property to Owner	12/31/2022	Charlie Irick
5. Plans and Specifications, Working Drawings	10/1/2022	Charlie Irick
6. Building Permit Issued by Local Government	12/15/2022	Anderea Gonazalez
7. Start Construction	1/15/2023	Terryn Thomas
8. Begin Lease-up	1/15/2024	Tami Fossum
9. Complete Construction	1/15/2024	Terryn Thomas
10. Complete Lease-Up	2/15/2024	Tami Fossum
11. Credit Placed in Service Date	1/15/2024	Charlie Irick

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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.

Must Use Whole Numbers Only!		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
Item	(A) Cost	"30% Present Value Credit"		(D)	
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"	
1. Contractor Cost					
a.	Unit Structures (New)	5,214,602	0	0	5,214,602
b.	Unit Structures (Rehab)	0	0	0	0
c.	Non Residential Structures	0	0	0	0
d.	Commercial Space Costs	0	0	0	0
<input type="checkbox"/>	e. Structured Parking Garage	0	0	0	0
	Total Structure	5,214,602	0	0	5,214,602
f.	Earthwork	0	0	0	0
g.	Site Utilities	0	0	0	0
<input type="checkbox"/>	h. Renewable Energy	0	0	0	0
i.	Roads & Walks	0	0	0	0
j.	Site Improvements	0	0	0	0
k.	Lawns & Planting	0	0	0	0
l.	Engineering	0	0	0	0
m.	Off-Site Improvements	0	0	0	0
n.	Site Environmental Mitigation	0	0	0	0
o.	Demolition	0	0	0	0
p.	Site Work	502,093	0	0	502,093
q.	Other Site work	0	0	0	0
	Total Land Improvements	502,093	0	0	502,093
	Total Structure and Land	5,716,695	0	0	5,716,695
r.	General Requirements	343,002	0	0	343,002
s.	Builder's Overhead	114,333	0	0	0
	(2.0% Contract)				
t.	Builder's Profit	343,002	0	0	343,002
	(6.0% Contract)				
u.	Bonds	47,092	0	0	47,092
v.	Building Permits	0	0	0	45,000
w.	Special Construction	0	0	0	0
x.	Special Equipment	0	0	0	0
y.	Other 1: <u>G&L, SDI, GR Tax</u>	80,057	0	0	80,057
z.	Other 2: <u>Contingency</u>	294,328	0	0	294,328
aa.	Other 3: <u>Builder's Risk/Business Lic</u>	38,263	0	0	38,263
	Contractor Costs	\$6,976,772	\$0	\$0	\$6,907,439

O. PROJECT BUDGET - OWNER COSTS

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$8,550 /Unit)	171,000	0	0	171,000
c. Architecture Supervision Fee \$2,800 /Unit)	56,000	0	0	56,000
d. Tap Fees	200,000	0	0	200,000
e. Environmental	15,000	0	0	15,000
f. Soil Borings	10,000	0	0	10,000
g. Green Building (Earthcraft, LEED, etc.)	35,000	0	0	35,000
h. Appraisal	15,000	0	0	15,000
i. Market Study	10,000	0	0	10,000
j. Site Engineering / Survey	75,000	0	0	75,000
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	50,000
n. Construction Interest (0.0% for 0 months)	250,000	0	0	200,000
o. Taxes During Construction	10,000	0	0	0
p. Insurance During Construction	0	0	0	0
q. Permanent Loan Fee (0.0%)	20,000	0	0	0
r. Other Permanent Loan Fees	35,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	3,000	0	0	0
u. Accounting	10,000	0	0	10,000
v. Title and Recording	45,000	0	0	0
w. Legal Fees for Closing	90,000	0	0	90,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	63,701			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	10,000	0	0	10,000
ab. Organization Costs	50,000	0	0	0
ac. Operating Reserve	200,000	0	0	0
ad. Contingency	350,000	0	0	350,000
ae. Security	15,000	0	0	15,000
af. Utilities	20,000	0	0	20,000

O. PROJECT BUDGET - OWNER COSTS

ag. Servicing Reserve	0			
(1) Other* specify: Monitoring/Lease Up	25,500	0	0	25,500
(2) Other* specify: Other Application Fees	15,616	0	0	0
(3) Other* specify: Misc Inspection	35,000	0	0	35,000
(4) Other* specify: Lease Up Fees	10,000	0	0	0
(5) Other * specify: Real Estate Legal	90,000	0	0	90,000
(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
Owner Costs Subtotal (Sum 2A..2(10))	\$1,984,817	\$0	\$0	\$1,482,500
Subtotal 1 + 2 (Owner + Contractor Costs)	\$8,961,589	\$0	\$0	\$8,389,939
3. Developer's Fees	1,100,000	0	0	1,100,000
Action: Provide Developer Fee Agreement (Tab A)				
4. Owner's Acquisition Costs				
Land	0			
Existing Improvements	0	0		
Subtotal 4:	\$0	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$10,061,589	\$0	\$0	\$9,489,939

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:

\$1,105,391

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

\$291 **Meets Limits**
\$476

Proposed Development's Cost per Unit
Applicable Cost Limit per Unit:

\$503,079 **Meets Limits**
\$513,262

2022 Low-Income Housing Tax Credit Application For Reservation

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	10,061,589	0	0	9,489,939
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	9,489,939
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	2,846,982
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			0	12,336,921
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	12,336,921
7. Applicable Percentage <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		9.00%	9.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$0	\$1,110,323
		\$1,110,323 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. Capital One	11/01/22	02/01/23	\$5,000,000	
2.				
3.				
Total Construction Funding:			\$5,000,000	

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. Capital One	10/1/2022	5/1/2024	\$2,000,000	\$132,840	5.75%	35	18
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$2,000,000	\$132,840			

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.	Seller Donated Land		\$515,049
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$515,049

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	\$0
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

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

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

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

[Empty yellow 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 yellow box for description]

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$0	(Note: Deferred Developer Fee cannot be negative.)
iv. Other: 	\$0	

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

Equity Total \$0

2. Equity Gap Calculation

a. Total Development Cost				\$10,061,589
b. Total of Permanent Funding, Grants and Equity	-		-	\$2,000,000
c. Equity Gap			-	\$8,061,589
d. Developer Equity	-		-	\$802
e. Equity gap to be funded with low-income tax credit proceeds			-	\$8,060,787

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	Red Stone Equity Partners		
Contact Person:	Alex Rogers	Phone:	704-247-5102
Street Address:	6000 Fairview Road, Suite 550		
City:	Charlotte	State:	
		Zip:	28210

b. Syndication Equity

i. Anticipated Annual Credits				\$895,733.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)			-	\$0.900
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			-	\$895,643
vi. Total to be paid by anticipated users of credit (e.g., limited partners)			-	\$8,060,787

c. Syndication:	Private
d. Investors:	Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$8,060,787

5. Net Equity Factor

Must be equal to or greater than 85% 89.9999571224%

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>\$10,061,589</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$2,000,000</u>
3. Equals Equity Gap		<u>\$8,061,589</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>89.9999571224%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$8,957,325</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$895,733</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,110,323</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$895,733</u>
Credit per LI Units	<u>\$44,786.6500</u>	
Credit per LI Bedroom	<u>\$17,914.6600</u>	
	Combined 30% & 70% PV Credit Requested	<u>\$895,733</u>

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units	\$28,925
Plus Other Income Source (list): <u>Late Fees</u>	<u>\$2,000</u>
Equals Total Monthly Income:	<u>\$30,925</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$371,100</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$25,977</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u><u>\$345,123</u></u>

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

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$345,123
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$345,123
d. Total Expenses	\$184,150
e. Net Operating Income	\$160,973
f. Total Annual Debt Service	\$132,840
g. Cash Flow Available for Distribution	\$28,133

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	345,123	352,025	359,066	366,247	373,572
Less Oper. Expenses	184,150	189,675	195,365	201,226	207,262
Net Income	160,973	162,351	163,701	165,022	166,310
Less Debt Service	132,840	132,840	132,840	132,840	132,840
Cash Flow	28,133	29,511	30,861	32,182	33,470
Debt Coverage Ratio	1.21	1.22	1.23	1.24	1.25

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	381,044	388,665	396,438	404,367	412,454
Less Oper. Expenses	213,480	219,885	226,481	233,276	240,274
Net Income	167,563	168,780	169,957	171,091	172,180
Less Debt Service	132,840	132,840	132,840	132,840	132,840
Cash Flow	34,723	35,940	37,117	38,251	39,340
Debt Coverage Ratio	1.26	1.27	1.28	1.29	1.30

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	420,703	429,117	437,699	446,453	455,382
Less Oper. Expenses	247,482	254,907	262,554	270,430	278,543
Net Income	173,221	174,210	175,146	176,023	176,839
Less Debt Service	132,840	132,840	132,840	132,840	132,840
Cash Flow	40,381	41,370	42,306	43,183	43,999
Debt Coverage Ratio	1.30	1.31	1.32	1.33	1.33

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 5

Total Qualified Basis should equal total on Elig Basis Tab

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS				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
		Street Address 1	Street Address 2	City	State	Zip													
1.	4	TBD		Aldie	VA	20105				\$0				\$0	\$2,452,824	1/15/2024	9.00%	\$220,754	
2.	4	TBD		Aldie	VA	20105				\$0				\$0	\$2,452,824	1/15/2024	9.00%	\$220,754	
3.	4	TBD		Aldie	VA	20105				\$0				\$0	\$2,452,824	1/15/2024	9.00%	\$220,754	
4.	4	TBD		Aldie	VA	20105				\$0				\$0	\$2,452,824	1/15/2024	9.00%	\$220,754	
5.	4	TBD		Aldie	VA	20105				\$0				\$0	\$2,452,825	1/15/2024	9.00%	\$220,754	
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	

20 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$12,264,121

\$1,103,771

Number of BINS: 5

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Braddock Terrace VA LLC
Hollis M. Fitch

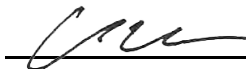
By: 
 Its: Manager (Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Charles R Hawley
Virginia License#:	0401017672
Architecture Firm or Company:	Studio 343, LTD

By:  _____

Its: Principal
(Title)

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

W.

LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

MANDATORY ITEMS:

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

Included		Score
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y, N, N/A	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
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 < no points offered in Cycle 2022 >
- 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/A	0 pts for 2022	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 provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

Y	0 or up to 5	5.00
N	0 or 20	0.00
5.12%	Up to 40	10.24
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
Y	Up to 20	20.00
Total:		65.24

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			75.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Proximity to public transportation (within Northern VA or Tidewater)	N	0, 10 or 20	0.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	0%	Up to 15	0.00
g. Developments with less than 100 low income units	Y	up to 20	20.00
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>125.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$129,000	\$59,700

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	50.00%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	10.00%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.00%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			<u>100.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience (Subdivision 5a - options a,b or c)	Y	0, 10 or 25	25.00
b. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
c. Experienced Sponsor - 3 developments in any state	N	0 or 15	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 (per occurrence)	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	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. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>25.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	64.43
b. Cost per unit		Up to 100	77.86
Total:			<u>142.29</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 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			<u>65.00</u>

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

TOTAL SCORE: 537.53

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	10.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. N/A for 2022	0	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>75.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
Total amenities:		<u>75.00</u>

X.

Development Summary

Summary Information

2022 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Braddock Terrace

Cycle Type: 9% Tax Credits	Requested Credit Amount: \$895,733	
Allocation Type: New Construction	Jurisdiction: Loudoun County	
Total Units: 20	Population Target: General	
Total LI Units: 20		
Project Gross Sq Ft: 34,610.00	Owner Contact: Charles Irick	
Green Certified? TRUE		

Total Score
537.53

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$2,000,000	\$100,000	\$58	\$132,840
Grants	\$0	\$0		
Subsidized Funding	\$515,049	\$25,752		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$5,716,695	\$285,835	\$165	56.82%
General Req/Overhead/Profit	\$800,337	\$40,017	\$23	7.95%
Other Contract Costs	\$459,740	\$22,987	\$13	4.57%
Owner Costs	\$1,984,817	\$99,241	\$57	19.73%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$1,100,000	\$55,000	\$32	10.93%
Total Uses	\$10,061,589	\$503,079		

Total Development Costs	
-------------------------	--

Total Improvements	\$8,961,589
Land Acquisition	\$0
Developer Fee	\$1,100,000
Total Development Costs	\$10,061,589

Proposed Cost Limit/Sq Ft:	\$291
Applicable Cost Limit/Sq Ft:	\$476
Proposed Cost Limit/Unit:	\$503,079
Applicable Cost Limit/Unit:	\$513,262

Income	
Gross Potential Income - LI Units	\$371,100
Gross Potential Income - Mkt Units	\$0
Subtotal	\$371,100
Less Vacancy %	7.00%
	\$25,977
Effective Gross Income	\$345,123

Rental Assistance? FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$77,655	\$3,883
Utilities	\$27,000	\$1,350
Operating & Maintenance	\$34,000	\$1,700
Taxes & Insurance	\$39,495	\$1,975
Total Operating Expenses	\$178,150	\$8,908
Replacement Reserves	\$6,000	\$300
Total Expenses	\$184,150	\$9,208

Cash Flow	
EGI	\$345,123
Total Expenses	\$184,150
Net Income	\$160,973
Debt Service	\$132,840
Debt Coverage Ratio (YR1):	1.21

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	10
# of 3BR	10
# of 4+ BR	0
Total Units	20

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	2	2
40% AMI	0	0
50% AMI	8	8
60% AMI	10	10
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

i. Efficient Use of Resources

Credit Points for 9% Credits:

* 4% Credit applications will be calculated using the E-U-R TE Bond Tab

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

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

Combined Max	\$1,110,323
Credit Requested	\$895,733
% of Savings	19.33%
Sliding Scale Points	64.43

4% Deals EUR Points
0.00

Cost Points:

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

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

Total Costs Less Acquisition	\$10,061,589
Total Square Feet	34,610.00
Proposed Cost per SqFt	\$290.71
Applicable Cost Limit per Sq Ft	\$476.00
% of Savings	38.93%
Total Units	20
Proposed Cost per Unit	\$503,079
Applicable Cost Limit per Unit	\$513,262
% of Savings	1.98%
Max % of Savings	38.93%
Sliding Scale Points	77.86

2022 Low-Income Housing Tax Credit Application For Reservation

v.2022.1

\$/SF = **\$351.46** Credits/SF = **33.76302** Const \$/unit = **\$348,838.60**

TYPE OF PROJECT
LOCATION
TYPE OF CONSTRUCTION

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

11000
100
1

100
1

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

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(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
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	1,088.00	1,565.00	0.00
NUMBER OF UNITS	0	0	0	0	0	10	10	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	36,135	39,420	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	36,135	39,420	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	36,135	39,420	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	36,734	52,839	0
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	-1.66	-34.04	0.00

TOTAL CREDIT PER UNIT POINTS

0.00

This calculation of Credit per Unit points applies to 4% Tax Exempt deals only

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
Adjusted Credit Parameter	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	0	0	0	36,135	39,420	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	36,135	39,420	0

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

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
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	0	0	0	36,135	39,420	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	36,135	39,420	0

Tab A:

Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY)

COMMONWEALTH OF VIRGINIA

BRADDOCK TERRACE VA LLC

OPERATING AGREEMENT

COUNTY OF LOUDOUN

THIS OPERATING AGREEMENT (the "Agreement") made as of the 9th day of March, 2022, by and among the undersigned members of Braddock Terrace VA LLC, a Virginia limited liability company (the "Company"), such persons being hereinafter referred to individually as a "Member" and collectively as the "Members."

W I T N E S S E T H:

WHEREAS, the parties hereto desire to organize a limited liability company to engage in any lawful business including ownership and development of that apartment complex in Loudoun County, Virginia known as Braddock Terrace ("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, BUSINESS, AND REGISTERED OFFICE AND AGENT. The Members do hereby form a limited liability company ("LLC") under the name of Braddock Terrace 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 registered office of the Company shall be:

100 Shockoe Slip, 2nd Floor

Richmond, VA 23219

and the registered agent at such address shall be:

Corporation Service Company

The principal office of the business may, but need not, be the same as the registered office.

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>
Fitch Irick Affordable LLC	90%
Southeastern Housing Preservation, Inc.	10%

(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 his proportionate part (determined with reference to his 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 a financial institution 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 his 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 his 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 on 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 he 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 his 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>Percentage Interest</u>
Fitch Irick Affordable LLC	90%
Southeastern Housing Preservation, Inc.	10%

(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 he 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.

(e) 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 Deductions. 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 his 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 his 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 his 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, he 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(s)") shall be:

Fitch Irick Affordable 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 his 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 he 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 his 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 his 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 he shall not be required to devote his 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 "Tax Matters Partner" or similar designation under the Code and in any similar capacity under state or local law is:

Fitch Irick Affordable 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 judgements, settlements, penalties, fines, or expenses incurred in a proceeding to which such Manager or Member is a party because he 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 him 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 his 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 his 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 he 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 his 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 may from time to time transfer a portion or portions of his interest in the Company as a gift directly to or in trust for the benefit of his 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 he 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 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. RIGHT OF FIRST REFUSAL. Notwithstanding anything to the contrary set forth herein, Southeastern Housing Preservation, Inc will be granted 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.

[signatures on following page]

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

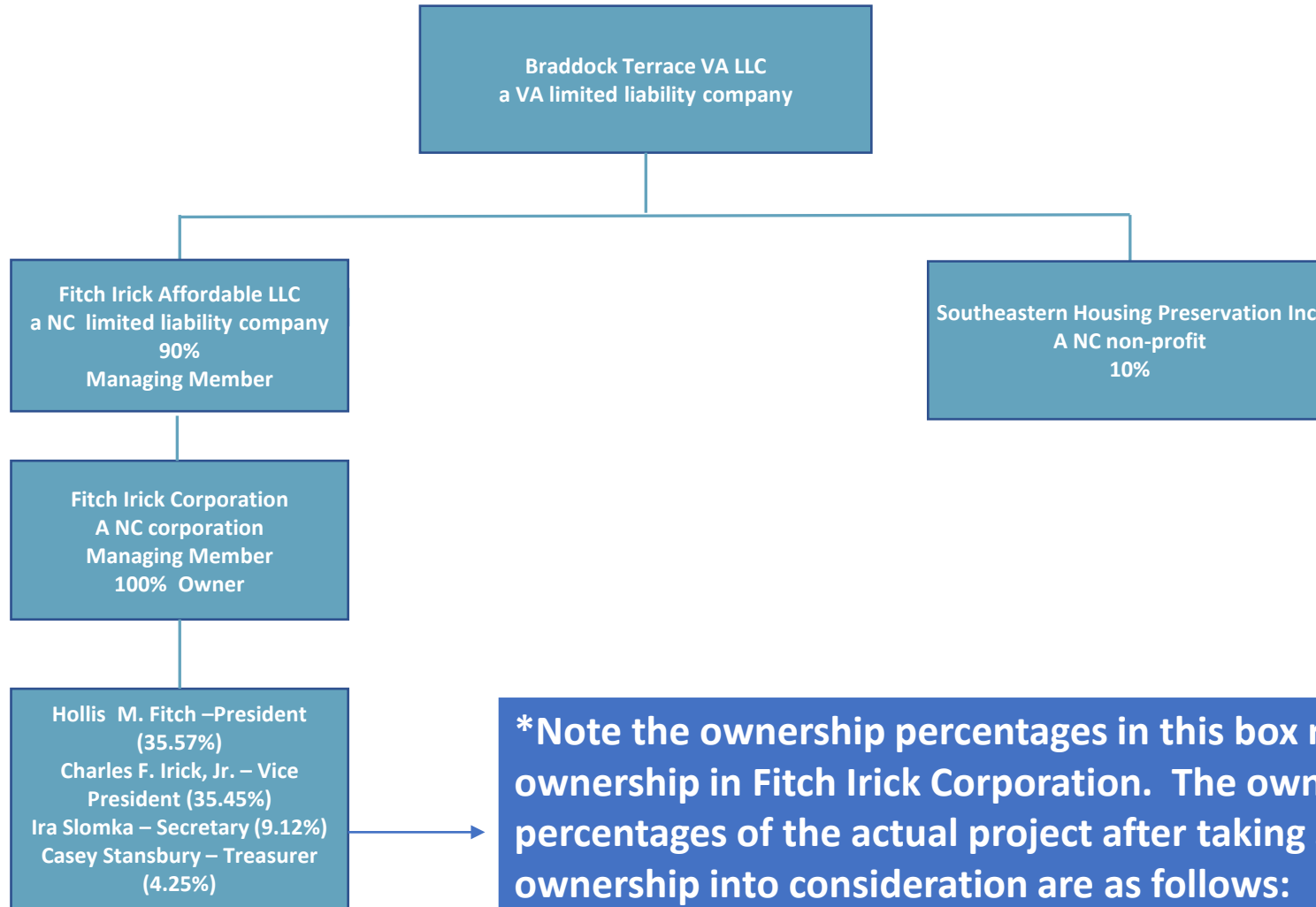
Fitch Irick Affordable LLC, a North Carolina limited liability company,
Managing Member

By: Fitch Irick Corporation, a North Carolina corporation,
Managing Member

By: 
Charles F. Irick, Jr., Vice President

Southeastern Preservation, Inc., a North Carolina non-stock
non-profit corporation

By: 
Ira M. Slomka, President



***Note the ownership percentages in this box reflect the ownership in Fitch Irick Corporation. The ownership percentages of the actual project after taking SHPI's ownership into consideration are as follows:**

Hollis Fitch – 32.013%
Charles Irick Jr – 31.905%
Ira Slomka – 14.049%
Casey Stansbury – 8.208%

TAB A

LPA

Developer Fee Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of the 9th day of March, 2022, between **BRADDOCK TERRACE VA LLC**, a Virginia limited liability company (“**Company**”) and **FITCH IRICK CORPORATION**, a North Carolina corporation (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*”), known as Braddock Terrace located in County of Loudoun, 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 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 of the Residential Units of the Project.

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

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

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

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

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

8. **Development Fee.** For services provided and to be performed under this Agreement the Company agrees to pay the developer a fee (the “*Development Fee*”) in the aggregate amount of One Million one hundred thousand and zero cents (\$1,100,000.00) 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 of the members of the Company, nor may it be terminated without the consent of all of the members of the Company (except in the case of a material breach hereunder by the Developer); such consent shall not be unreasonably withheld.

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

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

18. **Counterparts.** This Agreement may be executed in two or more counterparts, 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.

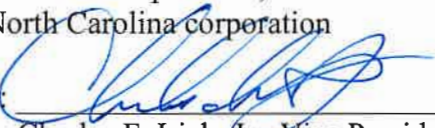
21. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Virginia.

[signature page follows]

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

DEVELOPER:

Fitch Irick Corporation,
a North Carolina corporation

By: 
Charles F. Irick, Jr., Vice President

COMPANY:

Braddock Terrace VA LLC,
a Virginia limited liability company

By: Fitch Irick Affordable LLC, a North Carolina
liability company, Managing Member

By: Fitch Irick Corporation, a North Carolina
limited liability company, Managing Member

By: 
Charles F. Irick, Jr., Vice President

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, March 4, 2022

This is to certify that the certificate of organization of

Braddock Terrace 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: March 4, 2022



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Limited Liability Company - Articles of Organization

Entity Information

Entity Name: Braddock Terrace VA LLC Entity Type: Limited Liability Company

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: Entity

Locality: RICHMOND CITY

RA Qualification: N/A

Name: CORPORATION SERVICE
COMPANY

Email Address: N/A

The company's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is:

Registered Office Address: 100 Shockoe Slip Fl 2,
Richmond, VA, 23219 -
4100, USA

Contact Number: N/A

Principal Office Address

Address: Hollis M. Fitch, 1515 Mockingbird Ln Ste 1010, Charlotte, NC, 28209 - 3221, USA

Principal Information

Management Structure: N/A

Signature Information

Date Signed: 03/04/2022

Executed in the name of the limited liability company by:

Printed Name	Signature	Title
Hollis M Fitch	Hollis M. Fitch	Organizer

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, MARCH 4, 2022

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

Braddock Terrace VA LLC

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

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective March 4, 2022.

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

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Judith Williams Jagdmann". The signature is written in a cursive style with a large initial "J".

Judith Williams Jagdmann
Commissioner

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name: Braddock Terrace
Name of Applicant (entity): Braddock Terrace VA LLC

I hereby certify that:

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

Previous Participation Certification, cont'd

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

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

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



Signature

Hollis Fitch

Printed Name

03/08/2022

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



Previous Participation Certification

Development Name: Braddock Terrace
Name of Applicant (entity): Braddock Terrace 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

Charles F Irick Jr

Printed Name

3/9/202

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

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Braddock Terrace
 Name of Applicant: Braddock Terrace VA LLC

INSTRUCTIONS:

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

Principal's Name:	Ira M. Slomka	Controlling GP (CGP) or 'Named' Managing Member of Proposed property?	Y	Y or N			
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Member of the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Eitwan Place Apartments/Goose Creek, SC	Eitwan Place SC LLC 704.335.9112	Y	60	60	11/18/2019	2/21/2020	N
2 Westridge Apartments/Greenville, SC	Westridge SC LLC 704.335.9112	Y	54	54	4/25/2019	12/18/2019	N
3 Fairington West Apartments/Concord NC	Fairington West NC LLC 704.335.9112	Y	48	48	8/30/2018	1/8/2020	N
4 Willow Branch/Madison Heights VA	Willow Branch VA LLC 704.335.9112	Y	48	48	9/18/2018	3/5/2020	N
5 Notloway Manor/Blackstone VA	Notloway Manor VA LLC 704.335.9112	Y	28	28	9/18/2018	2/27/2020	N
6 Oakside Apartments/Johns Island, SC	Oakside SC LLC 704.335.9112	Y	38	38	10/25/2018	2/25/2019	N
7 Mason Manor/Boling Springs, SC	Mason Manor SC LLC 704.335.9112	Y	98	98	3/17/2017	3/26/2018	N
8 Heronview/Sterling, VA	Heronview VA LLC 704.335.9112	Y	96	96	12/21/2018	2/11/2020	N
9 Harmony Village/Gatax, VA	Harmony Village VA LLC 704.335.9112	Y	42	42	8/10/2017	2/26/2019	N
10 Brookshire Apartments/Bassett VA	Brookshire Apartments VA LLC 704.335.9112	Y	64	64	8/10/2017	2/27/2019	N
11 Milnwood Village/Formville, VA	Milnwood Village VA LLC 704.335.9112	Y	40	40	8/10/2017	9/17/2018	N
12 Lakewood Apartments/Clarksville, VA	Lakewood Apartments VA LLC 704.335.9112	Y	52	52	4/12/2018	2/12/2020	N
13 Snowden Senior Apartments/Newport News, VA	Snowden Senior Apartments LLC 704.335.9112	Y	68	68	1/13/2017	8/6/2018	N
14 Rivers Place Apartments, North Charleston, SC	Rivers Place SC LLC 704.335.9112	Y	48	48	12/1/2016	9/12/2017	N
15 Cedar Terrace/Hendersonville, NC	Cedar Terrace NC LLC 704.335.9112	Y	80	80	9/6/2017	5/25/2018	N
16 The Assembly/Greenville, SC	Assembly SC LLC 704.335.9112	Y	240	240	8/31/2017	2/27/2018	N
17 Stone Springs/Dulles, VA	Stone Springs VA LLC 704.335.9112	Y	128	128	9/24/2019	5/13/2020	N
18 Kilian Terrace/Columbia, SC	Kilian Terrace SC LLC 704.335.9112	Y	288	288	7/14/2020	7/13/2021	N
19 Pheasantburg Senior/Greenville, SC	Pheasantburg Senior SC LLC 704.335.9112	Y	38	38	8/12/2020	2/17/2021	N
20 Washington Square/Emporia, VA	Washington Square VA LLC 704.335.9112	Y	24	24	9/30/2019	6/4/2021	N
21 New River Garden/Roanoke, VA	New River Gardens VA LLC 704.335.9113	Y	40	40	10/1/2019	6/3/2021	N
22 Mountain Wood/Taylorsville, NC	Mountain Wood NC LLC 704.335.9114	Y	40	40	6/27/2019	8/31/2020	N
23 Summerville Villas/Taylorsville, SC	Mountain Wood NC LLC 704.335.9115	Y	42	42	Construction Complete Under Construction		N
24 Stone Terrace/Stonecrest, GA	Stone Terrace GA LLC 704.335.9112	Y	240	240	Under Construction		N
25 Stone Terrace II/Stonecrest, GA	Stone Terrace II GA LLC 704.335.9112	Y	84	84	Under Construction		N
26 Assembly II/Greenville, SC	Assembly II SC LLC 704.335.9112	Y	144	144	Under Construction		N
27 Woodford Trace/Aiken, SC	Woodford Trace SC LLC 704.335.9112	Y	48	48	Under Construction		N
28 Bulls Creek/Charleston, SC	Bulls Creek SC LLC 704.335.9112	Y	57	57	Under Construction		N
29 Colonel Bluffs/Columbia, SC	Colonel Bluffs SC LLC 704.335.9113	Y	244	244	Under Construction		N
30 Eastside/Charleston, SC	Eastside SC LLC 704.335.9114	Y	64	64	Under Construction		N
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* Must have the ability to amend the LIHTC entity, document with partnership/operating agreements and one 8609 per		1st PAGE	TOTAL:	2,585	2,585	100%	Total Units

List of LIHTC Developments (Schedule A)



Development Name: Braddock Terrace
 Name of Applicant: Braddock Terrace 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: <u>Casey Stansbury</u>		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? (Y/N) Explain "Y"
1	Etiwan Place Apartments/ Goose Creek, SC	Y	60	60	11/18/2019	2/21/2020	N
2	Westridge Apartments/ Greenville, SC	Y	54	54	4/25/2019	12/18/2019	N
3	Fairington West Apartments/ Concord NC	Y	48	48	8/30/2018	1/8/2020	N
4	Willow Branch/Madison Heights VA	Y	48	48	9/18/2008	3/5/2020	N
5	Notoway Manor/Blackstone VA	Y	28	28	9/18/2018	2/27/2020	N
6	Oakside Apartments/John's Island, SC	Y	38	38	10/25/2018	2/25/2019	N
7	Mason Manor/Boiling Springs, SC	Y	98	98	3/17/2017	3/26/2018	N
8	Heronview/Sterling, VA	Y	96	96	12/21/2018	2/11/2020	N
9	Harmony Village/Galax, VA	Y	42	42	8/10/2017	2/26/2019	N
10	Brookshire Apartments, Bassett/VA	Y	64	64	8/10/2017	2/27/2019	N
11	Milnwood Village/Farmville, VA	Y	40	40	8/10/2017	9/17/2018	N
12	Lakewood Apartments/ Clarksville, VA	Y	52	52	4/12/2018	2/12/2020	N
13	Snowden Senior Apartments/ Newport News, VA	Y	68	68	11/3/2017	8/6/2018	N
14	Rivers Place Apartments/ North Charleston, SC	Y	48	48	12/11/2016	9/12/2017	N
15	Cedar Terrace/ Hendersonville, NC	Y	80	80	9/6/2017	5/25/2018	N
16	The Assembly/Greenville, SC	Y	240	240	8/31/2017	2/27/2018	N
17	Stone Springs/Dulles, VA	Y	128	128	9/24/2019	5/13/2020	N
18	Killian Terrace/Columbia, SC	Y	288	288	7/14/2020	7/13/2021	N
19	Pleasantburg Senior/ Greenville, SC	Y	38	38	8/12/2020	2/17/2021	N
20	Washington Square/Emponia, VA	Y	24	24	9/30/2019	6/4/2021	N
21	New River Garden/Radiard, VA	Y	40	40	10/1/2019	6/3/2021	N
22	Mountain Wood/Taylorsville, NC	Y	40	40	6/27/2019	8/31/2020	N
23	Summerville Villas/Taylorsville, SC	Y	42	42	Construction Complete		N
24	Stone Terrace/Stonecrest, GA	Y	240	240	Under Construction		N
25	Stone Terrace II/Stonecrest, GA	Y	84	84	Under Construction		N
26	Assembly II/Greenville, SC	Y	144	144	Under Construction		N
27	Woodford Trace/Alken, SC	Y	48	48	Under Construction		N
28	Bulls Creek/Charleston, SC	Y	57	57	Under Construction		N
29	Colonel Bluffs/Columbia, SC	Y	244	244	Under Construction		N
30	Eastside/Charleston, SC	Y	64	64	Under Construction		N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6

1st PAGE
 TOTAL: 2,585 2,585

LIHTC as % of
 100% Total Units
 v.01.01.21

List of LIHTC Developments (Schedule A)



Development Name: Braddock Terrace
 Name of Applicant: Braddock Terrace 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: Charles F Irick Jr Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
1	Etiwan Place Apartments/ Goose Creek, SC	Etiwan Place SC LLC 704.335.9112	Y	60	60	11/18/2019	2/21/2020	N
2	Westridge Apartments/ Greenville, SC	Westridge SC LLC 704.335.9112	Y	54	54	4/25/2019	12/18/2019	N
3	Fairington West Apartments/ Concord NC	Fairington West NC LLC 704.335.9112	Y	48	48	8/30/2018	1/8/2020	N
4	Willow Branch/Madison Heights VA	Willow Branch VA LLC 704.335.9112	Y	48	48	9/18/2018	3/5/2020	N
5	Nottoway Manor/Blackstone VA	Nottoway Manor VA LLC 704.335.9112	Y	28	28	9/18/2018	2/27/2020	N
6	Oakside Apartments/John's Island, SC	Oakside SC LLC 704.335.9112	Y	38	38	10/25/2018	2/25/2019	N
7	Mason Manor/Boiling Springs, SC	Mason Manor SC LLC 704.335.9112	Y	98	98	3/17/2017	3/26/2018	N
8	Heronview/Sterling, VA	Heronview VA LLC 704.335.9112	Y	96	96	12/21/2018	2/11/2020	N
9	Harmony Village/Galax, VA	Harmony Village VA LLC 704.335.9112	Y	42	42	8/10/2017	2/26/2019	N
10	Brookshire Apartments, Bassett/VA	Brookshire Apartments VA LLC 704.335.9112	Y	64	64	8/10/2017	2/27/2019	N
11	Milwood Village/Farmville, VA	Milwood Village VA LLC 704.335.9112	Y	40	40	8/10/2017	9/17/2018	N
12	Lakewood Apartments/ Clarksville, VA	Lakewood Apartments VA LLC 704.335.9112	Y	52	52	4/12/2018	2/12/2020	N
13	Snowden Senior Apartments/ Newport News, VA	Snowden Senior Apartments LLC 704.335.9112	Y	68	68	11/3/2017	8/6/2018	N
14	Rivers Place Apartments, North Charleston, SC	Rivers Place SC LLC 704.335.9112	Y	48	48	12/1/2016	9/12/2017	N
15	Cedar Terrace/ Hendersonville, NC	Cedar Terrace NC LLC 704.335.9112	Y	80	80	9/6/2017	5/25/2018	N
16	The Assembly/Greenville, SC	Assembly SC LLC 704.335.9112	Y	240	240	8/31/2017	2/27/2018	N
17	Stone Springs/Dulles, VA	Stone Springs VA LLC 704.335.9112	Y	128	128	9/24/2019	5/13/2020	N
18	Killian Terrace/Columbia, SC	Killian Terrace SC LLC 704.335.9112	Y	288	288	7/14/2020	7/13/2021	N
19	Pleasantburg Senior/ Greenville, SC	Pleasantburg Senior SC LLC 704.335.9112	Y	38	38	8/12/2020	2/17/2021	N
20	Washington Square/Emporia, VA	Washington Square VA LLC 704.335.9112	Y	24	24	9/30/2019	6/4/2021	N
21	New River Garden/Radford, VA	New River Gardens VA LLC 704.335.9113	Y	40	40	10/1/2019	6/3/2021	N
22	Mountain Wood/Taylorsville, NC	Mountain Wood NC LLC 704.335.9114	Y	40	40	6/27/2019	8/31/2020	N
23	Summerville Villas/Taylorsville, SC	Mountain Wood NC LLC 704.335.9115	Y	42	42	Construction Complete		N
24	Stone Terrace/Stonecrest, GA	Stone Terrace GA LLC 704.335.9112	Y	240	240	Under Construction		N
25	Stone Terrace II/Stonecrest, GA	Stone Terrace II GA LLC 704.335.9112	Y	84	84	Under Construction		N
26	Assembly II/Greenville, SC	Assembly II SC LLC 704.335.9112	Y	144	144	Under Construction		N
27	Woodford Trace/Aiken, SC	Woodford Trace SC LLC 704.335.9112	Y	48	48	Under Construction		N
28	Bulls Creek/Charleston, SC	Bulls Creek SC LLC 704.335.9112	Y	57	57	Under Construction		N
29	Colonel Bluffs/Columbia, SC	Colonel Bluffs SC LLC 704.335.9113	Y	244	244	Under Construction		N
30	Eastside/Charleston, SC	Eastside SC LLC 704.335.9114	Y	64	64	Under Construction		N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 2,585 2,585 LIHTC as % of Total Units 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Braddock Terrace
 Name of Applicant: Braddock Terrace VA LLC

INSTRUCTIONS:

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

Principal's Name: Hollis M. Fitch 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 Oakeside Apartments/John's Island, SC	Oakeside SC LLC 704.335.9112	Y	38	38	10/25/2018	2/25/2019	N
2 Mason Manor/Boling Springs, SC	Mason Manor SC LLC 704.335.9112	Y	98	98	3/17/2017	3/26/2018	N
3 Heronview/Sterling, VA	Heronview VA LLC 704.335.9112	Y	96	96	12/21/2018	2/11/2020	N
4 Harmony Village/Galax, VA	Harmony Village VA LLC 704.335.9112	Y	42	42	8/10/2017	2/26/2019	N
5 Brookshire Apartments/Bassett, VA	Brookshire Apartments VA LLC 704.335.9112	Y	64	64	8/10/2017	2/27/2019	N
6 Milnwood Village/Farmville, VA	Milnwood Village VA LLC 704.335.9112	Y	40	40	8/10/2017	9/17/2018	N
7 Lakewood Apartments/Clarksville, VA	Lakewood Apartments VA LLC 704.335.9112	Y	52	52	4/12/2018	2/12/2020	N
8 Snowden Senior Apartments/Newport News, VA	Snowden Senior Apartments LLC 704.335.9112	Y	68	68	11/3/2017	8/6/2018	N
9 Rivers Place Apartments/North Charleston, SC	Rivers Place SC LLC 704.335.9112	Y	48	48	12/1/2016	9/15/2017	N
10 Cedar Terrace/Hendersonville, NC	Cedar Terrace NC LLC 704.335.9112	Y	80	80	9/6/2017	5/25/2018	N
11 The Assembly/Greenville, SC	Assembly SC LLC 704.335.9112	Y	240	240	8/31/2017	2/27/2018	N
12 Cooper Terrace/Elkin, NC	Cooper Terrace NC LLC 704.335.9112	Y	56	56	7/5/2015	12/18/2015	N
13 Harrison Terrace/Marion, NC	Harrison Terrace NC LLC 704.335.9112	Y	60	60	11/21/2016	6/13/2017	N
14 Weldon Downtown Apartments/Weldon, NC	Weldon Small Town Development LLC 336.722.9871	N	24	24	4/4/2006	11/21/2007	N
15 Taylor Loft Apartments/South Boston, VA	Taylor Lofts LLC 336.722.9871	N	47	47	9/8/2008	4/13/2009	N
16 Spaulding Woods II/Marion, NC	Spaulding Woods II, LLC 336.722.9871	N	34	34	8/2/2006	11/19/2007	N
17 Royce Hill Apartments/Oak Ridge, TN	Royce Hill, LP 336.722.9871	N	72	72	11/18/2008	2/26/2010	N
18 Rowan Pointe/Mocksville, NC	Rowan Pointe, LLC 336.722.9871	N	60	60	5/5/2010	10/21/2011	N
19 Ridgecrest Town Apartments/Bristol, VA	Ridgecrest Apartments LLC 336.722.9871	N	72	72	1/2/2008	9/5/2008	N
20 Randleman School Commons/ Randleman, VA	Randleman School Commons, LLC 336.722.9871	N	30	30	12/29/2004	10/12/2006	N
21 Pecan Grove Apartments/Darlington, NC	Pecan Grove Apts, LLC 336.722.9871	N	32	32	5/2/2007	2/26/2008	N
22 Orchard View Apartments/McMinnville, TN	Orchard View LP 336.722.9871	N	64	64	12/1/2008	2/26/2010	N
23 Newberry Hospital/Newberry, SC	Newberry Hospital LLC 336.722.9871	N	35	35	7/1/2004	2/23/2005	N
24 Nathaniel Village/Greenville, NC	Nathaniel Village LLC 336.722.9871	N	48	48	12/29/2009	Exchange	N
25 Nantucket Lofts/Kinston, NC	Nantucket Lofts LLC 336.722.9871	N	28	28	12/31/2004	10/12/2006	N
26 Mulberry School Apartments/Statesville, NC	Mulberry School Apts, LLC 336.722.9871	N	31	31	12/31/2007	10/3/2008	N
27 Moore Grocery Lofts/Tyler, TX	Moore Grocery Lofts LLC 336.722.9871	N	88	88	12/31/2008	8/11/2011	N
28 Mayworth School Apartments/ Cramerton, NC	Mayworth School Apartments LLC 336.722.9871	N	40	40	12/31/2008	11/11/2009	N
29 Lynn Street Lofts/Danville, VA	Lynn Streets Lofts LLC 336.722.9871	N	37	37	5/28/2008	12/18/2008	N
30 Lassiter Square Apartments/Madison, NC	Lassiter Square LLC 336.722.9871	N	36	36	11/30/2005	1/29/2007	N
31 Kinston Hotel/Kinston, NC	Kinston Hotel LLC 336.722.9871	N	38	38	12/28/2006	2/19/2008	N
32 Kemper Lofts/Lynchburg, VA	Kemper Lofts LLC 336.722.9871	N	41	41	12/14/2009	10/6/2010	N
33 Hunter Bay Apartments/York SC	Hunter Bay LLC 336.722.9871	N	40	40	12/7/2009	12/29/2009	N
34 Historic Lofts of Waco High/Waco, TX	Historic Lofts of Waco High, LLC 336.722.9871	N	104	104	12/16/2009	6/27/2011	N
35 Heron Crossing/Ridgeland, SC	Heron Crossing LLC 336.722.9871	N	40	32	12/6/2007	2/26/2008	N
36 Hanover Ridge Apartments/Antioch, TN	Hanover Ridge LP 336.722.9871	N	72	44	3/26/2009	4/15/2010	N
37 Greenview Village/Powell, TN	Greenview Village LLC 336.722.9871	N	44	44	12/22/2010	2/2/2011	N
38 Globe Tobacco Lofts/Mount Airy, NC	Globe Tobacco Lofts, LLC 336.722.9871	N	43	34	12/31/2007	10/8/2007	N
39 George Washington School Apartments/Kinsport, TN	George Washington School, LLC 336.722.9871	N	54	54	11/14/2007	9/8/2009	N
40 East Harper Street Apartments/Lenoir, NC	East Harper Street Apts, LLC 336.722.9871	N	46	46	8/17/2006	9/14/2008	N

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

1st PAGE TOTAL: 2,282 2,237 LIHTC as % of Total Units 98%

Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
Stone Springs/Dulles, VA	Stone Springs VA LLC 704.335.9112	Y	128	128	9/24/2019	5/13/2020	N
Killian Terrace/Columbia, SC	Killian Terrace SC LLC 704.335.9112	Y	288	288	7/14/2020	7/13/2021	N
Pleasantburg Senior/ Greenville, SC	Pleasantburg Senior SC LLC 704.335.9112	Y	38	38	8/12/2020	2/17/2021	N
Washington Square/Emporia, VA	Washington Square VA LLC 704.335.9112	Y	24	24	9/30/2019	6/4/2021	N
New River Garden/Radford, VA	New River Gardens VA LLC 704.335.9113	Y	40	40	10/1/2019	6/3/2021	N
Mountain Wood/Taylorsville, NC	Mountain Wood NC LLC 704.335.9114	Y	40	40	6/27/2019	8/31/2020	N
Summerville Villas/Taylorsville, SC	Mountain Wood NC LLC 704.335.9115	Y	42	42	Construction Complete		N
Stone Terrace/Stonecrest, GA	Stone Terrace GA LLC 704.335.9112	Y	240	240	Under Construction		N
Stone Terrace II/Stonecrest, GA	Stone Terrace II GA LLC 704.335.9112	Y	84	84	Under Construction		N
Assembly II/Greenville, SC	Assembly II SC LLC 704.335.9112	Y	144	144	Under Construction		N
Woodford Trace/Aiken, SC	Woodford Trace SC LLC 704.335.9112	Y	48	48	Under Construction		N
Bulls Creek/Charleston, SC	Bulls Creek SC LLC 704.335.9112	Y	57	57	Under Construction		N

List of LIHTC Developments (Schedule A)



Development Name: Braddock Terrace
 Name of Applicant: Braddock Terrace 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 2004 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

Principal's Name: Southeastern Housing Preservation, Inc. 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"
1 Mclver Manor, Dyersburg, TN	Dyersburg, Associates, 704-357-6000	N	48	48	N/A	N/A	N
2 George E's Place, Tarboro, NC	Metro/Tarboro, LLC, 704-357-6000	N	24	24	12/10/2003	4/5/2004	N
3 Pine Terrace, Wadesboro, NC	Pine Terrace LP, 704-357-6000	N	24	24	12/1/2002	9/2/2003	N
4 Lenox Station, Rockingham, NC	Lenox Station Apts. LP, 704-357-6000	N	41	41	10/2/2003	12/19/2003	N
Aviemoire Village, Clyde, NC	Aviemoire Village Limited Partnership 704-357-6000	N	24	24	2/19/2004	5/1/2004	N
5 Bailey Springs, Lincolnton, NC	Bailey Springs Apts. LP, 704-357-6000	N	28	28	1/5/2005	3/22/2005	N
6 Holly Park, Raeford, NC	Holly Park Apartments, LLC 704-357-6000	N	28	28	6/21/2005	8/5/2005	N
7 Fieldale Apts, Bishopville, SC	Fieldale Apartments, LLC, 704-357-6000	N	30	30	8/19/2005	11/13/2006	N
8 Bailey Gardens, Lake City, SC	Bailey Gardens Apts. LP, 704-357-6000	N	24	24	2/29/2008	5/15/2008	N
9 Magnolia Park, Andrews, SC	Magnolia Park LP, 704-357-6000	N	24	24	2/29/2008	5/15/2008	N
10 Mountain View Senior, Kenersville, NC	Mountain View Senior Apts. LLC, 704-357-6000	N	50	50	7/29/2005	2/16/2006	N
11 Brooke Pointe, Concord, NC	Wexford Pointe Apts. LLC, 704-357-6000	N	106	106	2/10/2010	10/17/2011	N
12 Pope Field Terrace, Easley, SC	Pope Field Terrace SC LLC, 704-357-6000	N	56	56	9/25/2013	2/11/2014	N
13 Warsaw Manor, Warsaw, VA	Warsaw Manor VA LLC, 276-698-8760	N	56	56	1/1/2014	9/12/2014	N
14 Willow Wood, Laurinburg, NC	Willow Wood of Laurinburg, LP, 704-357-6000	N	24	24	N/A	N/A	N
15 Westgate Terrace, Franklin, NC	Westgate Terrace NC LLC, 704-357-6000	N	60	60	2/17/2014	11/15/2014	N
16 Lovington Ridge, Lovington, VA	Lovington Ridge VA LLC, 704-357-6000	N	64	64	1/1/2014	12/22/2014	N
17 New River Gardens II, Radford, VA	New River Gardens II VA LP, 704-357-6000	N	44	44	7/31/2013	9/12/2014	N
18 New River Overlook, Radford, VA	New River Overlook VA LLC, 704-357-6000	N	40	40	10/29/2001	12/11/2015	N
19 The Shire, Ruckersville, VA	The Shire VA LLC, 276-698-8760	N	48	48	12/22/2015	6/24/2016	N
20 Cooper Terrace, Elkin, NC	Cooper Terrace NC LLC, 704-357-6000	N	56	56	7/5/2015	12/18/2015	N
Lily Ridge, Ruckersville, VA	Lily Ridge VA, LLC 276-698-8760	N	48	48	9/4/2015	4/12/2016	N
Iron Bridge Road Apartments, Chesterfield, VA	Iron Bridge Road Apartments VA LLC 276-698-8760	N	80	80	10/28/2016	2/21/2017	N
21 Harrison Terrace, Marion, NC	Harrison Terrace NC LLC, 704-357-6000	N	60	60	11/21/2016	6/5/2017	N
22 Ada Park, Newport News, VA	Ada Park VA LLC, 276-698-8760	N	42	42	12/20/2017	9/6/2018	N
23 Village Green, Gloucester, VA	Village Green VA LLC, 704-357-6000	N	32	32	12/6/2016	7/18/2018	N
24 Robinson Park, Harisonburg, VA	Robinson Park VA LLC, 276-698-8760	N	88	88	8/18/2017	12/20/2017	N
25 Academy Apartments, West Pointe, VA	Academy Apartments VA LLC, 704-357-6000	N	32	32	10/5/2016	8/28/2018	N
26 Enfield Pointe, Enfield, NC	Enfield Pointe LLC, 252-388-9026	N	48	48	6/7/2018	12/12/2018	N
27 Tabor Landing, Tabor City, NC	Tabor Landing LLC, 910-627-4425	N	48	48	6/28/2018	9/13/2018	N
28 Mountain Laurel II, Staunton, VA	Mountain Laurel Manor II VA LLC 276-698-8760	N	48	48	TBD	TBD	N
31 East Gate Village II/Gordonsville, VA	East Gate Village II VA LLC 276-698-8760	N	37	37	TBD	TBD	N
32 Grande Oak III/Williamsburg, VA	Grande Oak III VA LLC 276-698-8760	N	49	49	TBD	TBD	N
33 Watermark Gardens/Chesterfield, VA	Watermark Gardens VA LLC 276-698-8760	N	80	80	TBD	TBD	N
34 Mountain Laurel Manor III/Staunton, VA	Mountain Laurel Manor III VA LLC 276-698-8760	N	48	48	TBD	TBD	N
35 Bickerstaff Crossing/Richmond, VA	Bickerstaff Crossing VA LLC 276-698-8760	N	60	60	TBD	TBD	N
36 Grande Oak/Williamsburg, VA	Grande Oak VA LLC 276-698-8760	N	49	49	TBD	TBD	N
37 Saratoga Place/Suffolk, VA	Saratoga Place VA LLC 276-698-8760	N	76	76	TBD	TBD	N
38							
39							
40							

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

1st PAGE TOTAL: 1,824 1,824 LIHTC as % of Total Units 100%

Executive Leadership:

Hollis M. Fitch
Chief Executive Officer

Email:

hollis@fitchirick.com

Phone: 980-335-2039



Hollis Fitch is the Chief Executive Officer and creates the financial structures to develop, acquire and rehabilitate multifamily properties. Over the last decade, Hollis has served as a principal in more than 50 affordable housing developments representing 3,000+ apartment units, totaling more than \$1 billion in investment across the southeastern United States, including GA, NC, SC, TN, TX, and VA. This experience provides the expertise to orchestrate transactions with layered financing structures, including private equity and public debt sources.

Hollis is actively involved in numerous affordable housing industry groups, including the National Housing & Rehabilitation Association and the North and South Carolina Housing Coalitions. He holds a B.A. in Real Estate and Finance from the University of South Carolina's Darla Moore School of Business. He and his wife Abby live in Charlotte, NC, with their two children. They enjoy skiing, fly fishing, and college football tailgating in their spare time. Hollis is also a volunteer pilot with Angel Wings which provides critical transportation options for patients seeking lifesaving medical treatment.

Charles F. Irick, Jr.
Chief Development Officer

Email:

charlie@fitchirick.com

Phone: 980-335-2032



Charlie Irick is the Chief Development Officer and oversees the Fitch Irick development operations. He has spent the majority of his career in affordable housing and has participated in over \$500 million of successful affordable housing developments. Charlie ensures that all phases of development, ranging from finance to construction, are executed to meet the demanding requirements of the affordable housing industry. He manages the relationships of local joint venture partners and third-party development team members. He is also responsible for the recruitment of future joint venture partnerships and ensuring the development operations grows to meet corporate expectations.

He attended the University of South Carolina's Darla Moore School of Business where he double majored and holds a B.S. in Real Estate and Finance. Charlie is originally from Columbia, SC but now resides in Charlotte, NC, with his wife Laura and their two daughters. He and his family are very active in their local church and children's school. They spend much of their free time attending sports and music events, outdoors, and traveling.

Ira M. Slomka
Chief Operating Officer
Email: ira@fitchirick.com
Phone: 980-335-2037



Ira Slomka is the Chief Operating Officer who oversees Fitch Irick Corporation's asset management, disposition, and acquisition functions. He has presided over 250 affordable housing partnership acquisitions, totaling over \$100 million. As a licensed real estate broker, he is Broker-In-Charge for GEM Management, LLC, the Fitch Irick Corporation management subsidiary. Ira has over two decades of vital commercial real estate experience, including structuring over \$600 million in asset acquisitions and dispositions. Before joining the Fitch Irick Corporation, Ira managed a \$25 million real estate acquisition fund.

Ira holds a B.S. in Marketing, an M.B.A, and an M.S. in Health Science from the University of Florida. He is a Board Member of the Jewish Federation of Greater Charlotte and the Vice-Chair of the Foundation for the Charlotte Jewish Community. He lives in Charlotte, NC, with his wife and three children.

Casey Stansbury
Chief Financial Officer
Email: casey@fitchirick.com
Phone: 980-335-2034



Casey Stansbury is the Chief Financial Officer who is responsible for all financial reporting for the Corporation and its subsidiaries, including development, asset management, property management, and acquisitions, representing over \$1 billion of transactions. She oversees the economic structures for more than 250 operating partnerships and 25 development projects, which result in more than 300 tax returns and audits annually. Casey has vast expertise in accounting and financial reporting matters, including over 20 years in both public practice and in private firms serving in several senior level accounting positions within the Construction and Real Estate industries.

Casey is a graduate of Binghamton University in New York with a degree in Business Administration and the University of North Carolina at Chapel Hill with a Master of Accounting. She is a Certified Public Accountant, a Certified Forensic Accountant, and a member of the American Institute of Certified Public Accountants (AICPA) and the Association of Certified Fraud Examiners (ACFE). Casey lives in upstate New York and is passionate about spending time outdoors, traveling, and volunteering at local animal rescue and child literacy organizations.

Tab E:

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

AGREEMENT OF DONATION

THIS AGREEMENT OF DONATION (“**Agreement**”) is made and entered into as of the 9th day of March 2022 (hereinafter the “**Effective Date**” as determined in Section 15 below) by and between **VAN METRE HOMES AT BRADDOCK, L.L.C.**, a Virginia limited liability company (“**Donor**”), and **BRADDOCK TERRACE VA LLC**, a Virginia limited liability company (“**Donee**”).

WITNESSETH:

R.1. Donor is the developer of real property known as “Braddock Terrace” in Loudoun County, Virginia (“**Braddock Terrace**”). Braddock Terrace includes the twenty (20) lots known as Lots 101 through 116 and 129 through 132, as shown on the draft drawing entitled “Record Plat, Phase 1, Hogan Kent Greene, Blue Ridge Election District, Loudoun County, Virginia” dated October 10, 2021, attached hereto as Exhibit “A”, together with all rights, privileges, easements and appurtenances thereto (collectively, the “**Property**”).

R.2. The Property is intended to be developed as an affordable rental community consisting of a minimum of twenty (20) Affordable Housing Units (as defined below) subject to and in accordance with this Agreement. The Property is generally shown on Exhibit “A”, but remains subject to adjustment during the review of the record plat attached hereto as Exhibit “A” as finally approved by all applicable governmental authorities and recorded among the Land Records of Loudoun County, Virginia prior to Closing (the “**Record Plat**”).

R.3. Donor desires to gift and donate the Property to Donee and Donee desires to receive and accept the Property from Donor upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the recitals set forth above and incorporated herein by this reference, other good and valuable consideration and the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Donor and Donee hereby agree as follows:

1. Gift and Donation. Subject to the terms and conditions of this Agreement, Donee agrees to receive and accept, and Donor agrees to gift and donate the Property to Donee, at Closing (hereinafter defined).

2. Intentionally Deleted.

3. Value.

(a) Based on an acreage of 1.29 acres, the donated land value of the Property is Five Hundred Fifteen Thousand Forty-Nine and No/100 Dollars (\$515,049.00) (the “**Value**”). The Property is zoned to permit a minimum of twenty (20) Affordable Housing Units constructed within single family attached quadruplex residential dwellings, which units are to be rented to tenants meeting the income thresholds for Affordable Housing Units provided in lieu of Affordable Dwelling Units (ADUs), as defined in the zoning ordinance of Loudoun County, Virginia (the “**County**”) (the “**Required Use**”).

Donee acknowledges and agrees that, without the prior written consent of Donor, in Donor's sole and absolute discretion, the Property may only be built, developed, operated and used for the Required Use. An "**Affordable Housing Unit**" is defined as a dwelling unit for rent or sale developed pursuant to a Virginia Housing Development Authority (VHDA) Low Income Housing Tax Credit (LIHTC) program or a U.S. Department of Housing and Urban Development (HUD) 221(d)(4) program that meets the definition of Affordable Housing included in the HUD Multifamily Accelerated Processing (MAP) Guide, revised January 29, 2016, as amended, from the Office of the Assistant Secretary for Housing – FHA Commissioner and pursuant to Section 7-102(F) and Section 7-109 of the Loudoun County zoning ordinance. These provisions shall survive Closing and delivery of the Deed (as such terms are defined below) hereunder.

(b) The Property is subject to the following proffers (the "**Proffers**") attached hereto as **Exhibit "B"**: Proffer Statement, Hogan Kent Greene ZMAP-2019-0019, revised as of December 10, 2020. Donee shall be responsible for performing all on-lot proffered conditions associated with the Proffers, conformance with the design guidelines referenced in the Proffers including all proffers that relate to vertical construction on the Property, and payment to the County or Donor, if prepaid, of all monetary proffers associated with construction and occupancy of each unit. These provisions shall survive Closing and delivery of the Deed hereunder.

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

4. Closing.

(a) Subject to satisfaction of the conditions set forth in Section 8, Closing of the transaction contemplated herein with respect to the Property (the "**Closing**") shall occur on a date specified by Donee (the date of Closing shall be referred to herein as the "**Closing Date**"). In no event, however, shall the Closing Date be later than **December 31, 2022** (the "**Outside Closing Date**"). Closing shall occur on the Closing Date via escrow with Walker Title, LLC (the "**Escrow Agent**"), as described in Section 3(c).

(b) At Closing, Donor shall deliver to Escrow Agent for the benefit of Donee: (i) an affidavit that Donor is not a "foreign person" and containing such information as shall be required by Section 1445(b)(2) of the Code and the regulations issued thereunder; (ii) a customary owner's affidavit reasonably acceptable to Donor and Donee's title insurance company; (iii) a settlement statement; and (iv) such other documents and instruments, if any, required by the terms of this Agreement. Donor shall also deliver to

Escrow Agent a special warranty deed (the “**Deed**”) conveying the Property to Donee, incorporating those provisions, if any, that are contemplated to be included in the Deed hereunder.

(c) At Closing, Donee shall deliver to Escrow Agent for the benefit of Donor: (i) a settlement statement; (ii) a countersigned Deed; and (iii) such other documents and instruments, if any, required by the terms of this Agreement.

(d) After Closing, Donee shall diligently pursue completion of construction of the Required Use. Such construction shall comply with the existing entitlements affecting the Property including, but not limited to, the Proffers.

5. Costs and Adjustments.

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

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

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

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

(e) At Closing, Donee shall reimburse Donor for all third-party costs incurred by Donor associated with the due diligence, design, approval, and permitting of the final

site plan and architectural plans for the Required Use (the “**Pre-Development Reimbursement**”).

6. Inspection.

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

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

7. Title.

(a) It shall be a condition of Closing that title to the Property at Closing shall be free and clear of all liens, but subject to (i) the easements, limitations, covenants and restrictions of record as of the date hereof, (ii) the Record Plat and any other matters expressly set forth in this Agreement, and (iii) any easements, covenants, restrictions, liens, encumbrances or other matters which arise after the date hereof to which Donee does not object in the manner provided in Subsection 7(b) below.

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

8. Conditions Precedent to Obligations of Donor and Donee.

(a) The obligation of Donor to gift and donate the Property is subject to all of the following:

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

(ii) **On or before September 1, 2022**, Donee shall have received a reservation (or preliminary determination in the case of bond financing) for utilization of nine percent (9%) Low-Income Housing Tax Credits ("LIHTC") for development of the Property for the Required Use (the "**Project**").

In the event that any of the conditions specified above have not been fulfilled on the date of Closing or, with respect to the condition in clause (ii) above, **September 1, 2022**, Donor shall have the right, at its option, to: (A) terminate this Agreement by written notice to Donee pursuant to Section 15 of this Agreement; or (B) in the event of a failure of the condition specified in Subsection 8(a)(i), Donor may pursue its remedies hereunder.

(b) The obligation of Donee to receive and accept the Property under this Agreement is subject to all of the following:

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

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

(iii) There shall exist with respect to the Property no pending, existing or written threat of imminent commencement of sewer and water or other moratoria applicable to the general area in which the Property is located which would materially affect the ability to develop the Property by materially reducing the

density or materially increasing the development cost or time period for development or the phasing of development, or change in the zoning classification of the Property other than as contemplated herein.

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

(v) Electricity, cable, telephone, water, storm and sanitary sewer service shall be available to the Property or in a public right-of-way adjacent to the Property, or easements in capacity sufficient to serve the Required Use, subject to the installation of such pipes, connections and hook-ups as may be necessary, which shall be Donee's obligation.

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

(vii) **On or before September 1, 2022**, Donee shall have received a reservation (or preliminary determination in the case of bond financing) for nine percent (9%) LIHTC for the Project.

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

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

If any one or more of the conditions specified above are not satisfied by the Outside Closing Date or, with respect to the condition in clause (vii) above, **September 1, 2022**, then Donee shall have the right, at its option, to terminate this Agreement by written notice to Donor pursuant to Subsection 15(b) of this Agreement, and in the event of a failure of the condition specified in Subsection 8(b)(i), Donee may pursue its remedies hereunder.

9. Representations and Warranties of Donor: "AS IS". (a) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED, DONOR DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT OR OF ANY DOCUMENT OR INSTRUMENT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DONOR MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN DONOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO

OR AFFECTING THE PROPERTY (“**DISCLAIMED MATTERS**”). DONEE AGREES THAT DONEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF DONOR NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED. DONEE WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS DONEE ELECTS AND RELY UPON SAME AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY DONEE’S INSPECTIONS AND INVESTIGATIONS. DONOR SHALL GIFT AND DONATE TO DONEE, AND DONEE SHALL RECEIVE AND ACCEPT, THE PROPERTY “**AS IS**”, “**WHERE IS**”, AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY DONOR OR ANY THIRD PARTY. THIS **SECTION 9(a)** SHALL EXPRESSLY SURVIVE CLOSING WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL IN THIS AGREEMENT.

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

(c) During Donor’s ownership of the Property, and to Donor’s actual knowledge, without investigation as to the period prior to Donor’s ownership, except as may be specified in the Due Diligence Materials, no portion of the Property has been used in violation of law for the storage, processing, treatment or disposal of Pollutants and no Pollutants have been released, introduced, spilled, discharged or disposed of in violation of law, nor is there a threat of release, introduction, spill, discharge or disposal of a Pollutant, on, in, or under the Property and there are no pending claims, administrative proceedings, judgments, or other actions, whether actual or threatened, relating to the presence of Pollutants on, in or under the Property. To Donor’s knowledge, without investigation, the Property is in compliance with all federal, state and local laws, regulations, orders and requirements regarding the regulation of, and there are no, underground storage tanks located on or in the Property. “**Pollutants**” means any material or substance, or combination of materials or substances, which by reason of quantity, concentration, composition, or characteristic is or in the future becomes regulated under any federal, state or local environmental or common law, rule, regulation, ordinance or requirement, as may be amended, replaced or superseded.

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

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

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

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

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

12. Condemnation. In the event of the taking of all or any material part of the Property by eminent domain proceedings, or the commencement or bona fide written threat of the imminent commencement of any such proceedings, prior to Closing, if such condemnation would (i) result in a 15% reduction in available density, (ii) result in a material restriction on access to all or a significant portion of the Property, or (iii) materially adversely affect Donee's development of the Property for the Required Use, then Donee shall have the right, at Donee's option, to terminate this Agreement by giving written notice thereof to Donor. Whether Donee continues this Agreement or elects to terminate this Agreement under this Section, Donor shall not be obligated for any payment to Donee by reason of any taking. Donor shall notify Donee of eminent domain proceedings within five (5) days after Donor receives such notice thereof. Without limitation of the foregoing, the parties agree that a road widening which does not have any of the effects

specified in clauses (i) or (ii) shall not be deemed a condemnation affecting a material part of the Property.

13. Default.

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

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

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

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

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

(f) Each party waives the right to seek, prove or recover consequential (including lost profits), incidental or speculative damages in any action to enforce this Agreement. This Subsection 13(f) shall survive Closing and delivery of the Deed.

14. Return of Due Diligence Materials. Notwithstanding anything to the contrary contained herein, in the event that this Agreement is terminated for any reason whatsoever, Donee shall return to Donor all copies of all reports, studies, and engineering/architectural drawings that were provided to Donee from Donor or Donor's agents pursuant to this Agreement. In addition, if this Agreement is terminated for any reason other than Donor's default, Donee shall deliver to Donor, at no cost to Donee and without representation or warranty, copies of all written reports, tests and studies performed by or on behalf of Donee with respect to the Property, except only Donee's proprietary information and confidential financial analysis and architectural plans, together with an assignment of the same. At Donor's request, Donee will direct the parties who prepared such materials to make copies available to Donor, at Donor's cost. This Section 14 shall survive Closing and delivery of the Deed hereunder.

15. Miscellaneous.

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

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

If to Donor: Van Metre Homes at Braddock, L.L.C.
c/o Van Metre Companies
9900 Main Street, Suite 500
Fairfax, Virginia
Attention: Richard J. Rabil and General Counsel
Email: rrabil@vanmetreco.com; jestrada@vanmetreco.com

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

If to Donee: Braddock Terrace VA LLC
1515 Mockingbird Lane, Suite 1010

Charlotte, North Carolina 28209
Attention: Hollis Fitch and Charlie Irick
Email: hollis@fitchirick.com; charlie@fitchirick.com

Notices which shall be served upon Donor or Donee in the manner aforesaid shall be deemed to have been given and received for all purposes hereunder at the time such notice shall have been: (i) if given by email, when the email is transmitted to the party's email address specified above; (ii) if hand delivered to a party against receipted copy, when the copy of the notice is receipted; (iii) if given by nationally recognized overnight delivery service, on the day on which the notice is actually received by the party; and (iv) if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the United States Postal Office. If any notice is sent by email, the transmitting party shall send a duplicate copy of the notice to the other party by courier or overnight mail within one (1) business day thereafter. If notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the notice, the notice shall nonetheless be considered to have been given and received and shall be effective as of the date of such refusal. This Agreement notwithstanding, any notice given to a party in a manner other than provided in this Agreement, if it is actually received by such party, shall be effective with respect to such party.

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

(d) The performance and interpretation of this Agreement shall be controlled and governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. THE PARTIES FULLY WAIVE ANY RIGHT TO TRIAL BY JURY TO THE EXTENT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM OR ACTION IN CONNECTION THEREWITH. Any claim, counterclaim or other action arising under this Agreement shall be brought only in and shall be decided by the General District and Circuit Courts of Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, and any appellate court from any thereof. Each party to this Agreement hereby consents to the jurisdiction of such courts. This provision shall survive Closing or the termination of this Agreement.

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

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

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

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

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

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

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

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

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

(n) This Agreement shall not be recorded.

(o) Donee hereby warrants and represents now and as of Closing that Donee is acquiring the Property for the purpose of engaging in the commercial business of constructing and operating a rental affordable housing community consisting of a minimum of twenty (20) Affordable Housing Units.

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

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

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

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

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

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

[signature pages follow]

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

DONOR:

**VAN METRE HOMES AT
BRADDOCK, L.L.C.,**
a Virginia limited liability company

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

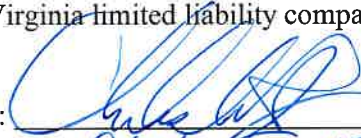
By: 

Julie van der Vate
Chief Financial Officer

Date: March 9, 2022

DONEE:

BRADDOCK TERRACE VA LLC,
a Virginia limited liability company

By: 

Name: Charles Frick Jr

Title: Manager

Date: March 9, 2022

EXHIBIT "A"

RECORD PLAT (Draft)

[attached]

EXHIBIT "B"

PROFFERS

[attached]

**PROFFER STATEMENT
HOGAN KENT GREENE**

ZMAP-2019-0019

March 20, 2020

Revised May 8, 2020

Revised August 04, 2020

Revised August 14, 2020

Revised September 24, 2020

Revised October 13, 2020

Revised October 23, 2020

Revised October 27, 2020

Revised November 23, 2020

Revised December 7, 2020

Revised December 10, 2020

Deborah L. Greene as the owner of the property identified as PIN 206-26-3209 (Tax Map Number 105////////16/); Mark B. Hogan as the owner of the property identified as PIN 206-16-1540 (Tax Map Number 105///2////1/); and Joseph Emory Kent, Trustee of the Joseph Emory Kent Living Trust, as the owner of the property identified as PIN 207-46-1171 (Tax Map Number 105///2////2/), of which only a 9.4400 acre portion is subject to this Zoning Map Amendment application (ZMAP 2019-0019), on behalf of themselves and their successors in interest (all of the foregoing parties, and their successors in interest, are hereinafter collectively referred to as the “Owner”), hereby voluntarily proffer, pursuant to Section 15.2-2303, Code of Virginia (1950), as amended, and Section 6-1209 of the Revised 1993 Loudoun County Zoning Ordinance, as amended, (the “Zoning Ordinance”), that, upon approval of ZMAP-2019-0019 by the Board of Supervisors of Loudoun County, Virginia, development of the Property subject to ZMAP-2019-0019 shall be in substantial conformance with the Concept Development Plan identified in Proffer I below, which is attached hereto as Exhibit A, and this Hogan Kent Greene Proffer Statement (the “Proffers”). The property subject to ZMAP-2019-0019 includes all of PINs 206-26-3209 and 206-16-1540 and a 9.440-acre portion of PIN 207-46-1171, comprising approximately 37.6300 acres in aggregate, as more particularly identified and labeled on Sheet 3 of the Concept Development Plan as “EX. BOUNDARY/LIMITS OF ZMAP” (hereinafter, the “Property”). As used herein, the term “County” refers to the Board of Supervisors of Loudoun County, Virginia, or to the applicable Loudoun County government department, staff or official, as the context implies.

Approval of ZMAP-2019-0019 by the County amends the zoning classification of the Property from the Transitional Residential-1, Lower Foley sub-district and Transitional Residential-3, Lower Foley sub-district to the R-8 Single Family Residential zoning district to be administered as an affordable dwelling unit district under Section 7-800 of the Zoning Ordinance (“R-8 ADU”). The development of the Property shall be in compliance with the R-8 ADU zoning requirements, in substantial conformance with the Concept Development Plan and the Proffers, and, if approved by the County, subject to yard and lot width reductions described in

the accompanying special exception (SPEX-2020-0019) and Zoning Ordinance Modifications ZMOD-2020-0005, ZMOD-2020-0006, ZMOD-2020-0007, ZMOD-2020-0017, ZMOD-2020-0018, and ZMOD-2020-0019 (all as listed in Exhibit B).

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

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

I. CONCEPT DEVELOPMENT PLAN

The development of the Property shall be in substantial conformance with the Concept Development Plan (the "CDP") hereby defined and identified as Sheets 1, 3 and 4 of the plan set entitled "ZONING MAP AMENDMENT, ZMAP-2019-0019, ZONING ORDINANCE MODIFICATION, ZMOD-2020-0005, ZMOD-2020-0006, ZMOD-2020-0007, ZMOD-2020-0017, ZMOD-2020-0018, ZMOD-2020-0019, SPECIAL EXCEPTION, SPEX-2020-0019, LAND SUBDIVISION & DEVELOPMENT ORDINANCE AND FACILITIES STANDARDS MANUAL WAIVERS, SBEX-2020-0001, SBEX-2020-0002, HOGAN KENT GREENE, BLUE RIDGE ELECTION DISTRICT, LOUDOUN COUNTY, VIRGINIA" dated March 20, 2020, revised through October 12, 2020, prepared by christopher consultants, the Zoning Ordinance Modifications described in Exhibit B, and the Design Guidelines attached as Exhibit C. The CDP shall control the general layout and configuration of development of the Property. Minor adjustments to the locations of the proposed roads and improvements shown on the CDP shall be permitted as reasonably necessary to address grading, drainage, environmental, cultural and natural features, development ordinance requirements, and other final engineering considerations, and to accommodate the recommendations of archaeological studies, if any, provided that any such adjustments shall be in accordance with Section 6-1209 of the Zoning Ordinance and approved by the Zoning Administrator.

All land development applications, including zoning permit applications, for development of all or any portion of the Property shall identify said applications or permits as being subject to the Proffers of this Zoning Map Amendment (ZMAP-2019-0019).

II. PROPOSED LAND USES

A. Residential Unit Typology and Density. The Property shall be developed with a maximum of 144 single family residential dwellings units (exclusive of any accessory dwellings) within three distinct typologies: a maximum of 26 single family detached dwelling units (“SFD”), a maximum of 42 single family attached duplex dwelling units (“SFA-Duplex”), and a maximum of 76 single family attached quadruplex dwelling units (“SFA-Quad”). Each applicable record plat and site plan, including any site plan amendments for the Property shall include a tabulation of the number of each type of residential units shown on said plan as well as cumulative totals of each residential unit type shown on previously approved record plats, site plans, and site plan amendments for the Property to demonstrate compliance with the aforesaid maximum number of dwelling units of each typology.

1. Phasing. Residential zoning permits for no more than fifteen (15) SFDs shall be approved prior to approval of residential zoning permits for twenty (20) of the SFA-Quads to be constructed on the Property.

2. Floor Area. The cumulative average net floor area, exclusive of porches (enclosed or unenclosed), garages, and basements, shall not exceed 3,400 square feet for the SFD, 2,800 square feet for the SFA-Duplex, and 2,200 square feet for the SFA-Quad.

B. Affordable Dwelling Units. The Owner shall provide a minimum of twelve and one-half percent (12.5%) of the total number of dwelling units constructed on the Property (exclusive of any accessory apartments or dwelling units) as affordable dwelling units (the “Required ADUs”) in accordance with the current provisions of Article 7 of the Zoning Ordinance and in accordance with Chapter 1450 of the Codified Ordinances of Loudoun County. The Owner shall voluntarily provide two (2) affordable dwelling units (the “Additional ADUs”) in addition to the Required ADUs, all of which shall be administered pursuant to the current provisions of Article 7 of the Zoning Ordinance and in accordance with Chapter 1450 of the Codified Ordinances of Loudoun County. The Required ADUs and the Additional ADUs shall be collectively referred to as “ADUs”. The ADUs to be constructed on the Property shall be identified on each applicable record plat and site plan, including any site plan amendment prior to approval of same.

III. HOMEOWNERS ASSOCIATION

A. Homeowners Association. All owners of the residential dwelling units constructed on the Property shall be members of a Homeowners Association (“HOA”), either existing or newly established, and shall be subject to the covenants, declarations, and related governance documents established by the HOA which provide standards for the construction of all improvements and landscaping and regulations for the use of privately owned land and structures within the Property (together, the “HOA Covenants”). All owners of residential dwelling units to be constructed on the Property shall be subject to the HOA Covenants.

B. Establishment of the HOA. Prior to the approval of the first record plat or site plan, whichever is first in time, for development of residential units on the Property, draft documents for annexing the Property into an existing HOA or the establishment of a new HOA for the Property shall be prepared and submitted to the County for review and approval. The draft documents shall include the HOA Covenants. The new HOA shall be established for the Property, or annexation of the Property into an existing HOA shall be completed, and the HOA Covenants as approved by the County shall be recorded in the Land Records prior to, or concurrent with, either (i) the recordation of the first record plat creating residential lots on the Property or (ii) approval of a site plan for the Property. In addition to any other requirements set forth in these Proffers, the HOA Covenants shall provide for the Owner, or successor developer/declarant, to have the unilateral right, without approval or consent of any other land owner, to record amendments to the HOA Covenants as necessary to maintain compliance with these Proffers.

C. General Responsibilities. The HOA shall be responsible for solid waste and snow removal, and maintenance and landscaping of all common areas, recreational facilities, storm water management facilities, private streets, and all sidewalks and trails not otherwise maintained by an agency or department of the County or the Virginia Department of Transportation (“VDOT”).

D. Enforcement of Design Guidelines. The HOA Covenants shall require the adherence to, and enforcement of, the Hogan Kent Greene Design Guidelines, pursuant to Proffer IV.A. below.

E. Accessory Dwellings. The HOA Covenants shall not restrict accessory dwellings on lots within the Property administered as R-8 ADU if the accessory dwelling is constructed on the second level of a detached garage located on the same lot.

IV. SITE DESIGN

A. Hogan Kent Greene Design Guidelines. The Hogan Kent Greene Design Guidelines dated March 20, 2020, last revised May 8, 2020, included as part of this ZMAP-2019-0019 application (the “Design Guidelines”) included by reference as Exhibit C shall govern the site design, landscaping and architectural theme of all improvements constructed on the Property. The Design Guidelines provide for the regulation of street frontages, landscaping, streetscapes, parking, public spaces, street furniture, and building architecture (“Design Guideline Elements”). Prior to the approval of each site plan, including any site plan amendment, and construction plan and profile, and prior to the approval of the first zoning permit for each building type to be constructed on the Property, the applicant for said application shall provide the County written documentation from the Owner describing the manner in which the proposal is in substantial conformance with the Design Guidelines. The written documentation shall include elevations, sections, and/or other graphics demonstrating conformity with the various Design Guideline Elements. Conformance with this Proffer shall be subject to review and approval by the County’s Zoning Administrator or his designees prior to the approval of each

zoning permit on the Property. The Owner may amend the Design Guidelines provided that any such amendment does not alter the basic character and intent of the Design Guidelines and such amendment is approved by the Department of Planning and Zoning or other County designee. Where there is a conflict between the Design Guidelines and the CDP and/or these Proffers, the CDP and Proffers shall govern.

1. Architecture. The façade of any quadruplex building (a building comprised of four (4) SFA-Quads) fronting the private street designated as “PS1” on Sheet 3 of the CDP shall include a covered porch with minimum dimensions of six feet (6’) in depth and twelve feet (12’) in width. Such requirement shall be shown on each zoning permit application for SFA-Quads within such buildings.

B. Site Lighting. All exterior lighting on the Property shall be full cutoff and fully shielded light fixtures as defined by the Illuminating Engineering Society of North America (IESNA) and directed downward and inward and away from adjacent properties and streets. The Owner shall depict lighting details on each site plan, including any site plan amendment, or construction plans and profiles (“CPAP”) submitted on the Property. This lighting provision does not apply to any lighting provided for streets and sidewalk/trails constructed within the VDOT public right of way or exterior signage lighting which shall be provided in conformance with the signage standards listed in Section 5-1200 of the Zoning Ordinance.

C. Perimeter Buffers. Perimeter buffers shall include the following:

1. Braddock Road Buffer. The Owner shall establish a 15’ Type 2 Road Corridor Buffer (as defined in the Zoning Ordinance), which shall consist of a minimum of 45% evergreens, along a portion of the Property’s Braddock Road frontage as shown on Sheet 3 of the CDP. Said buffer shall be designed and shown on the first CPAPs or site plan, including any site plan amendment, whichever is first in time, for development of residential units on the Property adjacent to said buffer and shall be installed concurrently with the site improvements for said residential units, but in no event later than approval of the 75th cumulative zoning permit for residential dwelling units constructed on the Property.

2. Western Boundary Buffer. The Owner shall establish a 10’ Type A Buffer Yard (as defined in the Zoning Ordinance) along a portion of the Property’s western boundary adjoining PIN 206-25-4941 and a 20’ Type B Buffer Yard (as defined in the Zoning Ordinance) along the remainder of the Property’s western boundary, each as shown on Sheet 3 of the CDP. Said buffers shall be designed and shown on the first CPAPs or site plan, including any site plan amendment, whichever is first in time, for development of residential units on the Property adjacent to each of said buffers and both buffers shall be installed concurrently with the site improvements for said adjacent residential units, but in no event later than approval of the 75th cumulative zoning permit for residential dwelling units constructed on the Property.

3. Southern Boundary Buffer. The Owner shall establish a 10' Type A Buffer Yard along a portion of the Property's southern boundary as shown on Sheet 3 of the CDP. Said buffer shall be designed and shown on the first CPAPs or site plan, including any site plan amendment, whichever is first in time, for development of residential units on the Property adjacent to said buffer and shall be installed concurrently with the site improvements for said adjacent residential units, but in no event later than approval of the 75th cumulative zoning permit for residential dwelling units constructed on the Property.

D. Open Space. The Owners shall maintain a minimum of fifty percent (50%) of the area of the Property as open space pursuant to the recommendations for a Transitional Compact Neighborhood Place Type in the *Loudoun County 2019 General Plan* (the "General Plan"). Each applicable record plat and site plan, including any site plan amendments for the Property shall include a tabulation showing the cumulative total area of required open space as well as the cumulative total area of open space provided on said plan as well as the area of open space provided on previously approved record plats, site plans, including any site plan amendment for the Property to demonstrate compliance with the aforesaid open space requirement.

E. Public/Civic Space. In addition to the open space provided pursuant to Proffer IV.D. above, a minimum of ten percent (10%) of the remaining area of the Property will be established as civic space in the approximate locations shown on Sheet 3 of the CDP. The civic space shall be designed and developed to accommodate outdoor gatherings and active recreational opportunities for the overall community pursuant to the Transitional Compact Neighborhood Place Type recommendations in the General Plan. Such areas shall be enhanced with tot lot equipment, outdoor benches, and additional amenities such as a basketball court, tennis court, pickleball court, or a multi-use court, or other similar type of facility or use as outlined in the Design Guidelines and may be used to fulfill the requirements of Section 7-803 (E), Active Recreation Space, of the Zoning Ordinance. These enhancements shall be designed and constructed concurrently with adjacent onsite infrastructure and shall be completed and available for use no later than approval of the 100th cumulative zoning permit for residential dwelling units constructed on the Property.

F. Kirkpatrick Farms Community Association, Inc. Common Area. Subject to the Kirkpatrick Farms Community Association, Inc. ("KFCA") granting an easement or license, at no cost to Owner, the Owner shall install a minimum of eleven (11) Pinus Taeda/Loblolly that are, at minimum, 12 feet in height, eleven (11) Pinus Taeda/Loblolly that are, at minimum, 10 feet in height, fifteen (15) Pinus Taeda/Loblolly that are, at minimum, 8 feet in height, and 57 Myrica Cerifera/ Wax Myrtle that are, at minimum, a seven (7) gallon container in size, within the portion of Parcel K-1, Phase 2, Section K, Kirkpatrick Farms (PIN: 207-45-4199) immediately east of Lots 1-11, Phase 2, Section K, Kirkpatrick Farms where limited vegetation currently exists, as shown on the Illustrative Plan prepared by J2 Engineers, dated November 7, 2020, and referenced herein as Exhibit D. The landscape materials shall be shown on the first site plan, including any site plan amendment, or first CPAP for development of residential units on the Property and installation of the landscape materials shall be completed prior to issuance of the first occupancy permit for a residential dwelling unit constructed on the Property. The Owner

shall provide a minimum of 90 days notice to the KFCA of the projected planting date and shall consult with the KFCA as to the location of such plantings within Parcel K-1. Upon the reasonable and mutual determination of the KFCA and the Owner, the aforesaid location, variety, and sizes of proposed landscape material may be modified with other plant varieties and sizes so long as the cumulative cost of the same to the Owner is comparable to the plant varieties and sizes as described herein. The Owner and KFCA shall acknowledge, in writing, any mutually agreed upon change in landscape material variety and/or sizes within 60 days after KFCA's receipt of the aforesaid notice of the projected planting date. All landscape materials shall be indigenous, Virginia native species. The Owner shall maintain the plant material for a period of one year from date of installation and shall replace any of the landscape materials that die within the one year maintenance period. Such maintenance shall include watering of the material and protection and treatment for pests and disease, if any.

V. TRAILS AND ASSOCIATED AMENITIES

The Owner shall design and construct the trails and associated amenities listed below at no public cost. Segments of such trails and associated amenities shall be designed and included on the first CPAP or site plan, including any site plan amendment, for the onsite infrastructure adjacent thereto and shall be constructed concurrently with such adjacent onsite infrastructure. All trails and associated amenities listed below shall be completed and available for pedestrian use no later than approval of the 100th cumulative zoning permit for residential dwelling units constructed on the Property.

A. Stream Valley Recreational Trails. The Owner shall design and construct on the Property, in the location shown on Sheet 3 of the CDP, an asphalt trail consisting of pervious pavement that is, at minimum, eight feet (8') in width and located within a public access easement that is, at minimum, ten feet (10') wide. The Stream Valley Recreational Trails will provide connectivity from the sidewalks serving all dwelling units, adjacent open spaces, and areas providing active recreation opportunities to the existing trail along the Property's Braddock Road frontage as well as the existing trail south of the Property.

1. Trail Amenities. The Owner shall install a minimum of three benches and five interpretive signs along the Stream Valley Recreational Trails. The limits, location, and specific details of each amenity shall be shown on the CPAPs or site plan, including any site plan amendment, for said trail.

B. Pinebrook Elementary School Connector Trail. Subject to approval by Loudoun County Public Schools, the Owner shall design and construct on the Property an asphalt trail that is, at minimum, eight feet (8') in width and located within a public access easement that is, at minimum, ten feet (10') wide in the general location shown on Sheet 3 of the CDP and labeled "PINEBROOK E.S. CONNECTOR TRAIL".

C. Gathering Glen Trail Connection. The Owner shall, subject to the approval of the County, VDOT (as to the portion of the proposed Gathering Glen Trail Connection located within the existing Gathering Glen Street right of way), Dulles Farms Community Association

(as to the portion of the proposed Gathering Glen Trail Connection located within PIN 207-46-8759), and the Kent Parcel owner (as to the portion of the proposed Gathering Glen Trail Connection located within the residual portion of PIN 207-46-1171), design and construct an asphalt trail that is, at minimum, eight feet (8') wide in the location shown on Sheet 3 of the CDP and labeled "PROP. 8' ASPHALT GATHERING GLEN CONNECTOR TRAIL CONNECTED TO EXISTING TRAIL / SIDEWALK" (the "Gathering Glen Trail Connection"). The portion of the Gathering Glen Trail Connection outside of the existing Gathering Glen Street right of way shall be located within a public access easement that is, at minimum, ten feet (10') wide as shown on Sheet 3 of the CDP.

The Owner shall make good faith efforts to acquire the aforesaid approvals and easements at no cost no later than approval of the 70th cumulative zoning permit for residential dwelling units constructed on the Property. In the event Owner is unable to acquire such approvals and/or easements at no cost within the prescribed time frame, and upon the Zoning Administrator's finding that evidence presented by the Owner is sufficient to demonstrate good faith efforts to acquire the off-site right of way and/or easements described herein were expended, then with the Zoning Administrator's approval, the Owner shall request the County proceed with efforts to acquire the required approvals as well as easements through eminent domain. In the event the County chooses not to proceed with efforts to acquire such approvals and/or easements, the Owner shall be relieved of the responsibility to design and construct the Gathering Glen Trail Connection.

VI. TRANSPORTATION

A. Internal Site Circulation (Private). The Owner shall design and construct internal site circulation in the form of private streets in the locations, and pursuant to the minimum design widths, shown on Sheet 3 of the CDP. All private street designs shall meet or exceed the applicable standards for private streets detailed in Chapter 4 of the Loudoun County Facilities Standards Manual (the "FSM"). All private streets shall be maintained by the HOA established pursuant to Proffer III above.

B. Braddock Road Improvements. The Owners shall, at no public cost and subject to County and VDOT approval, as applicable, design, bond, and construct (i) an entrance for the extension of a new private street southward from Braddock Road into the Property, (ii) an associated right turn lane along Braddock Road shown on Sheet 3 of the CDP and labeled "PROP. RIGHT TURN LANE", and (iii) a modified median break and left turn lane designed and constructed to only permit left turns into the Property from westbound Braddock Road and no left turn from the Property to westbound Braddock Road, and labeled "PROP. MEDIAN BREAK & LEFT TURN LANE", all as shown on Sheet 3 of the CDP. The Owner shall design said improvements, submit and pursue approval of same, and bond the construction thereof prior to the approval of the first record plat or site plan, including any site plan amendment, whichever is first in time, for construction of residential dwelling units on the Property. The aforesaid Braddock Road improvements shall be open to traffic prior to the issuance of the first occupancy permit for the Property.

C. Regional Transportation Contribution. The Owner shall make a regional transportation cash contribution to the County in the amount of \$6,000.00 for each market rate residential dwelling unit constructed within the Property. This per-unit contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate residential dwelling unit on the Property and shall be payable prior to issuance of the occupancy permit for said dwelling unit. The aforesaid contributions are for regional road or transportation improvements within the Dulles Planning Subarea. Payment of this contribution is subject to the terms of Proffer VI.F. below.

D. Regional Transit Contribution. The Owner shall make a regional transit cash contribution to the County in the amount of \$1,000.00 for each market rate residential dwelling unit constructed within the Property. This per-unit contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate residential dwelling unit on the Property and shall be payable prior to issuance of the occupancy permit for said dwelling unit. The County will deposit the aforesaid contributions in a Transit/Rideshare related County trust fund or use such contributions to support transit services within the Dulles Planning Subarea or as otherwise designated in the Loudoun County 2019 Countywide Transportation Plan ("CTP"). Payment of this contribution is subject to the terms of Proffer VI.F. below.

E. Gathering Glen Driveway Connection. The Owner shall, subject to County and VDOT approval, as applicable, design and construct a new driveway from the westerly terminus of Gathering Glen Drive to the existing driveway on the Kent Parcel shown on Sheet 3 of the CDP and labeled "PROP. GATHERING GLEN DRIVEWAY CONNECTION" and remove the existing driveway improvements that connect the Kent Parcel to Braddock Road. The new driveway shall be designed and constructed concurrently with design and construction of the Braddock Road improvements referenced in Proffer VI.B. above.

F. Braddock Road Offsite Improvements (Royal Hunter Drive to Gum Spring Road).

1. Design. The Owner shall design and construct the remaining portion of the planned 4-lane divided section of Braddock Road from Royal Hunter Drive eastward to Gum Spring Road, inclusive of a shared use path that is, at minimum, ten feet (10') in width and located along the south side of Braddock Road in conformance with the 2019 Countywide Transportation Plan (the "Braddock Road Offsite Improvements"). Within six (6) months of approval of this ZMAP 2019-0019, the Owner shall diligently proceed with preparing fully-engineered construction plans and profiles, associated right-of-way dedication and easement plats, and a detailed construction estimate prepared by a professional engineer (together, the "Design Plans") for the Braddock Road Offsite Improvements. The Owner shall submit such Design Plans to the County for review prior to approval of the first record plat or site plan, whichever is first in time, for construction of residential dwelling units on the Property. In consultation with DTCL, the Design Plans shall include completion of a u-turn analysis along the Braddock Road corridor from Northstar Boulevard to Gum Spring Road. The u-turn analysis shall be submitted to the County for review by DTCL with submission of the Design Plans. Upon submittal, the

Owner shall diligently pursue approval of the Design Plans and the acquisition of any associated offsite right-of-way dedications and/or easements required for construction of the Braddock Road Offsite Improvements. The Owner shall provide written notice to all affected property owners of the need for any required right-of-way dedications and/or easements within thirty (30) days after submittal of the Design Plans to the County for review.

2. Cost Estimate. The detailed construction estimate included in the Design Plans shall be known as the “Braddock Road Offsite Construction Cost Estimate” and is defined herein as the estimated costs associated with the design, review, bonding, permitting, off-site right-of-way and easement acquisitions funded by Owner pursuant to Proffer VI.G. below, and construction of the Braddock Road Offsite Improvements as shown on the Design Plans. The Braddock Road Offsite Construction Cost Estimate shall be subject to review and confirmation as to accuracy by DTCL.

3. Resolution for Reimbursement.

a. In the event that prior to final approval of the Design Plans the Braddock Road Offsite Construction Cost Estimate, as confirmed by DTCL, exceeds the Braddock Road Offsite Construction Cost Credit to be granted, the Owner may request the County, in its sole discretion, to adopt a resolution committing to reimburse the Owner for any actual costs incurred in constructing the Braddock Road Offsite Improvements that exceed the Braddock Road Offsite Construction Cost Credit (the “Resolution”). In the event (i) the Owner requests the Resolution and the County declines to adopt the Resolution or (ii) the County chooses not to exercise or defers its right of eminent domain to acquire any required offsite right-of-way and/or easements not otherwise obtainable pursuant to Proffer VI.G. below, the Owner may choose to pay the contributions required by Proffers VI.C., VI.D. and VII. in lieu of bonding and constructing the Braddock Road Offsite Improvements as contemplated by this Proffer VI.F. However, nothing in this paragraph shall relieve Owner of the obligation to bond and construct the Braddock Road Offsite Improvements if the Owner chooses not to request the Resolution.

b. Additionally, in the event the County declines to adopt the Resolution or chooses not to exercise or defers its right of eminent domain to acquire any required offsite right-of-way and/or easements not otherwise obtainable pursuant to Proffer VI.G. below, the Owner shall, upon the County’s request, transfer and assign all of the Owner’s right, title and interest in and to the Design Plans, including the right to obtain approval of any revision or amendment of the Design Plans and the right in its sole discretion to use the Design Plans to construct the improvements shown on the Design Plans. Further, the Owner shall secure final approval of the Design Plans, but the Owner will no longer be obligated to post required sureties for, seek permits for or commence construction of the Braddock Road Offsite Improvements. Upon approval from the County and VDOT of the Design Plans, and upon transfer and assignment of the Design Plans to the County, the Owner shall receive a credit off-setting the Regional Transportation Contribution

equal to the actual, verifiable costs, supported by paid receipts, invoices, or other adequate documentation for the cost incurred to prepare and process the Design Plans.

4. Bonding and Construction.

a. Upon approval of the Design Plans and acquisition of all of the required off-site right-of-way dedications and easements as shown on the Design Plans pursuant to Proffer VI.G. below, and except as otherwise stated in this Proffer VI.F., the Owner shall post the required sureties with the County and VDOT, pay any permit fees, and thereafter, upon issuance of permits, commence construction, and diligently pursue completion of the Braddock Road Offsite Improvements as shown on the approved Design Plans. The Braddock Road Offsite Improvements shall be constructed and opened to traffic, but not necessarily accepted for maintenance by VDOT, no later than approval of the 100th cumulative zoning permit for residential dwelling units constructed on the Property.

b. Upon posting of the required sureties by the Owner, and the County's approval of same, the Owner shall receive a credit offsetting the contributions required to be paid to the County under these proffers equal to the sum of the Regional Transportation Contribution (defined in Proffer VI.C. above), the Regional Transit Contribution (defined in Proffer VI.D. above), and the Capital Facilities Contribution (defined in Proffer VII below) (the "Braddock Road Offsite Construction Cost Credit"). Nothing in this paragraph shall be construed as relieving Owner of the obligation to pay County in the event the Final Accounting (defined below), as verified and approved by the Zoning Administrator, is less than the Braddock Road Offsite Construction Cost Credit.

c. In the event that the performance agreement associated with the required surety posted by Owner with the County expires and Owner fails to obtain an extension of the performance agreement within six (6) months after its expiration, the Braddock Road Offsite Construction Cost Credit shall be invalidated and Owner shall pay the entire amount of the contributions required by Proffers VI.C., VI.D. and VII. for all units which have already received occupancy permits prior to issuance of the next occupancy permit, and contributions for all units yet to receive an occupancy permit shall be paid as normally required by Proffers VI.C., VI.D. and VII., respectively.

5. Final Accounting.

Upon completion of construction of the Braddock Road Offsite Improvements as shown on the approved Design Plans by Owner and acceptance of said improvements for maintenance by VDOT, the Owner shall provide a final accounting of all actual incurred costs associated with the design, review, bonding, permitting, right-of-way and easement acquisition funded by Owner, and construction of the Braddock Road Offsite Improvements shown on the approved Design Plans (the "Final Accounting") to the Zoning Administrator prior to issuance of the occupancy permit for the 125th residential dwelling unit constructed on the Property for final verification and approval. The said 125th residential dwelling unit occupancy permit shall not be issued until the Owner has

provided written documentation from the Zoning Administrator that the Final Accounting has been provided. In the event the Final Accounting, as verified and approved by the Zoning Administrator, is less than the Braddock Road Offsite Construction Cost Credit, the Owner shall pay the difference to the County within sixty (60) days of receipt of the Zoning Administrator's letter of approval of the verified amount.

G. Off-Site Right-of-Way and Easement Acquisition. The Owners shall make good faith efforts to acquire any off-site right-of-way and/or easements necessary for the road or pedestrian improvements identified in these Proffers. The Owners shall advise the County of such acquisition efforts and shall, to the best of its ability, attempt to acquire such off-site rights-of-way and/or easements without the need for eminent domain proceedings. Where right-of-way and/or easements necessary for such proffered road or pedestrian improvements cannot be obtained despite such good faith efforts, including through: (i) voluntary donation or proffer to the County, or (ii) purchase by the Owners at a fair market value, the Owners shall request that the County acquire such right-of-way and/or easements by appropriate eminent domain proceedings by the County, with all costs associated with the eminent domain proceedings to be borne by the Owners, including, but not limited to, land acquisition costs and appraisal fees. The initiation of such eminent domain proceedings shall be solely at the discretion of the County.

If any necessary off-site right-of-way and/or easements cannot be acquired by the Owners and the County chooses not to exercise its right of eminent domain to acquire said right-of-way and/or easement, the Owners shall be released from the obligations to acquire such off-site right-of-way and/or easement and released from the obligations of the proffer for which said right-of-way or easement is needed. Except as otherwise set forth in these proffers, if the County chooses to defer the exercise of its right of eminent domain to acquire any necessary off-site right-of-way or easements, the Owners' obligation to complete the improvements identified in the associated proffer shall be likewise deferred until the said off-site right-of-way is available.

VII. CAPITAL FACILITIES CONTRIBUTION

A. Single Family Detached Market-Rate Dwelling Units. A capital facilities cash contribution in the amount of \$56,735.70 shall be paid to the County for the 18th market-rate single family detached dwelling unit and each subsequent market rate single family detached dwelling unit constructed on the Property. No capital facilities contribution shall be required to be paid to the County for the first 17 market-rate single family detached dwelling units constructed on the Property. The applicable per-unit capital facilities contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate single family detached dwelling unit and shall be payable by the Owner prior to the issuance of the occupancy permit for said dwelling unit. The County, at its sole discretion, may use the aforesaid contributions for capital facility improvements within the Dulles Planning Subarea. Payment of this contribution is subject to the terms of Proffer VI.F. above.

B. Single Family Attached Market-Rate Dwelling Units. A capital facilities cash contribution in the amount of \$40,500.12 shall be paid to the County for each market-rate single

family attached dwelling unit constructed on the Property. The applicable per-unit capital facilities contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate single family attached dwelling unit and shall be payable by the Owner prior to the issuance of the occupancy permit for said dwelling unit. The County, at its sole discretion, may use the aforesaid contributions for capital facility improvements within the Dulles Planning Subarea. Payment of this contribution is subject to the terms of Proffer VI.F. above.

VIII. EMERGENCY SERVICES

A. Fire and Rescue Contribution. The Owner shall make a one-time contribution of \$136.85 per dwelling unit on the Property payable to the County for distribution by the County to the volunteer fire and rescue companies providing service to the Property. The amount of the said contribution payable for each dwelling unit, adjusted as set forth below in this Proffer, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable prior to the issuance of the occupancy permit for such dwelling unit. The amount of such contribution shall be adjusted on a yearly basis from the base year of 2020 and change effective each January 1 thereafter, in accordance with changes to the Consumer Price Index for all urban consumers (CPI-U), 1982-1984=100 (not seasonally adjusted), as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the Washington-Arlington-Alexandria, DC-MD-VA-WV Metropolitan Statistical Area (the "CPI"). Contributions pursuant to this paragraph shall be divided equally between the servicing fire and rescue companies providing service to the Property. Notwithstanding the foregoing, if at the time of the application for any such zoning permit, the primary servicing fire and rescue company does not utilize, to any significant extent, either volunteer staff or apparatus owned by a volunteer organization, then the Owner may elect to make no contribution. The intent of this provision is to support volunteer fire and rescue staffing and operations so long as any significant element of the primary provider of fire and rescue services to the Property is volunteer-owned or operated. If only one of these services has ceased to utilize volunteer staff and apparatus, then the contribution may be halved and shall be provided to the remaining company.

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

IX. ENVIRONMENT

A. Low Impact Development (LID). The Owner shall provide a minimum of one (1) Low Impact Development ("LID") Best Management Practice to treat stormwater from the Property. Such LID practice may include, but shall not be limited to, water quality swales, bioretention facilities/rain gardens, sheet flow to vegetated buffers, permeable pavement for parking spaces, or any alternative LID practice proposed by the Owners and deemed by the Department of Building and Development to be acceptable. The location of the LID practice(s) shall be shown on the first site plan, including any site plan amendment, or construction plans

and profiles, whichever is first in time, for the Property. The LID practice shall be installed concurrently with the adjacent onsite infrastructure shown on such plans but in no event later than approval of the 100th cumulative zoning permit for residential dwelling units constructed on the Property.

B. Tree Conservation Areas. Within the areas designated on the CDP as “TREE CONSERVATION AREA (TCA)”, the Owner shall preserve healthy trees provided, however, that trees may be removed to the extent necessary for the construction of trails, passive recreation, and storm water management facilities that are required pursuant to the Proffers and/or shown on the CDP as lying within such Tree Conservation Areas, and for the construction of utilities necessary for the development of the Property. Notwithstanding the previous sentence, a minimum of 80% of the canopy within the cumulative Tree Conservation Areas depicted on Sheet 3 of the CDP will be preserved, exclusive of stands of Virginia Pine. In the event that the 80% canopy threshold cannot be achieved within the designated Tree Conservation Areas, such lost canopy will be recaptured elsewhere onsite in locations to be designated at the discretion of the Owner in consultation with the County. Boundaries of all Tree Conservation Areas shall be clearly marked in the field prior to land disturbing activities and shall be delineated on the site plan or record plat containing any portion of a Tree Conservation Area. The Owner shall provide a Tree Conservation Area tabulation demonstrating the Property is in conformance with this proffer with each site plan or record plat submitted to the County.

If, during construction on the Property, it is determined by the Owner’s certified arborist and/or the County that any healthy tree located within the boundaries of any of the Tree Conservation Areas described in this proffer has been damaged during construction and will not survive, then, prior to bond release on any section containing or immediately adjacent to a Tree Conservation Area, the Owner shall remove each such tree and replace each such tree with two (2) 1-inch caliper northern Virginia native, non-invasive deciduous trees. The species of such replacement trees shall be determined by the Owner’s certified arborist or landscape architect in consultation with the County Urban Forester or Zoning Administrator. The placement of the replacement trees shall be proximate to the area of each such damaged tree so removed, or in another area as requested by the County.

The HOA Covenants shall include a provision that prohibits removal of trees in Tree Conservation Areas, as shown on the record plat, after construction has been completed by the Owner. However, such HOA Covenant provision may allow removal of trees in Tree Conservation Areas when such removal is necessary to accommodate Forest Management Techniques performed by, or recommended by, a professional forester or certified arborist that protect or enhance the viability of the canopy, or when specific permission of the County Urban Forester or Zoning Administrator is obtained in writing. Such Management Techniques may include such actions as pruning and the removal of vines, invasive species, trees uprooted or damaged by extreme weather conditions, and trees or limbs that are diseased, insect-infested, dead, or are considered a hazard to life or property. The HOA Covenants shall clearly state that such provisions prohibiting tree removal shall not be amended by the Owner or the HOA without

written approval of the County Zoning Administrator. The record plat for each portion of the Property containing a Tree Conservation Area shall contain a note stating that the removal of trees within a Tree Conservation Area is prohibited except in accordance with the HOA Covenants.

C. Indigenous Native Trees. All new trees to be planted on the Property in HOA maintained areas shall be indigenous, northern Virginia native species and shall include, but not be limited to, oaks, dogwoods, redbuds and American hollies. The Owner shall consult with the County Urban Forester and Zoning Administrator to select appropriate indigenous, native species for said areas prior to the approval of any landscape plans for areas to be maintained by the HOA.

D. River and Stream Corridor Resources Management Buffer. With the exception of the Stream Valley Recreational Trail and associated Trail Amenities, and other encroachments depicted on Sheet 3 of the CDP and required utility corridors, only passive recreational uses shall be permitted within the area identified on Sheet 3 of the CDP as the "APPROXIMATE LOCATION OF 50' RIVER AND STREAM CORRIDOR RESOURCES MANAGEMENT BUFFER (RSCR)". The Owner shall replant open areas within or adjacent to the area identified on Sheet 3 of the CDP as the "APPROXIMATE LOCATION OF FLOODPLAIN OVERLAY DISTRICT – MINOR FLOODPLAIN" in an amount equal to the area of the proposed development that encroaches into the RSCR management buffer. The Owner shall submit, for review and approval by the County Urban Forester or Zoning Administrator, a planting plan, prepared by a Certified Arborist, Urban Forester, or Landscape Architect, for such replanting areas at the time of submission of each site plan, including any site plan amendment, or CPAPs proposing the development of any area that encroaches into the RSCR management buffer. Each such planting plan shall be prepared in conformance with the Reforestation Standards set forth in Section 7.305 of the FSM. Each approved planting plan shall be implemented concurrently with the development of the areas subject to such site plans, including any site plan amendments, or CPAPs. A targeted stocking of 75 percent survival with uniform distribution shall be achieved within one (1) year of planting as determined by the County Urban Forester or Zoning Administrator. In the event that the targeted stocking is not achieved, the Owner shall, in consultation with the County Urban Forester or Zoning Administrator, provide a one-time supplemental planting within one (1) year to achieve the full, initial stocking.

E. Specimen Trees. The Owner shall engage a Certified Arborist, Urban Forester, or Landscape Architect to prepare a tree preservation plan for the trees on the Property of a diameter breast height (d.b.h.) of thirty (30) inches or more ("Specimen Trees") identified to be preserved and shown on Sheet 3 of the CDP as "SPECIMEN TREE TO BE PRESERVED (#1, #4, #5, #6 & #7)". The tree preservation plan shall be provided to the County for review and approval at the time of submission of any construction plan and profile or site plan, including any site plan amendment proposing construction activities on the Property within 50 feet of any Specimen Tree identified to be preserved. Such tree preservation plan shall identify the tree protection measures that shall be employed to protect the trees during construction activities and

provide for fencing outside the critical root zone ("CRZ") of each Specimen Tree. If construction activities are necessary within the CRZ of any of the Specimen Trees, then the tree preservation plan shall include invigoration techniques, such as root pruning and deep root fertilization. In addition, any utility line that must be located within the CRZ of any of the Specimen Trees shall be installed using a boring technique supervised by a Certified Arborist. In the event any Specimen Tree is damaged during construction and cannot be saved, the Owner shall replace such damaged Specimen Tree with four (4) 1-inch caliper native non-invasive deciduous trees. The placement of the replacement trees shall be proximate to the area of each such Specimen Tree so removed, or in another area as requested by the County.

F. Archaeology. The Owner shall complete a supplemental archeological investigation for the area located in the vicinity of the existing house located at 41947 Braddock Road (Virginia Department of Historic Resources Survey Number 053-5673) and the other existing structures located on PIN 206-26-3209 and labeled "AREA OF SUPPLEMENTAL SHOVEL TESTING (PER ARCHAEOLOGICAL STUDY)" on Sheet 3 of the CDP. The archaeological investigation shall be conducted by, or under the direct supervision of, an individual meeting appropriate professional qualifications for archaeology as established in the Virginia Department of Historic Resources' *Guidelines for Conducting Historic Resources Survey in Virginia* (pages 54 and 55) and the U.S. *Secretary of the Interior's Professional Qualification Standards* for archaeology as determined by the Virginia Department of Historic Resources or other regulatory or legal directive. The study will include historical documentary research, including ownership and occupants, extending back in time to the period of construction of the referenced structures and shovel testing at intervals not to exceed 25'. The results of the archaeological study and any accompanying recommendations will be submitted to the County for review prior to, or concurrently with, CPAPs or site plan, including any site plan amendment, whichever is first in time, for any development on the Property. Prior to the approval of such plans, any recommendations contained in the study and/or required by the County or the Virginia Department of Historic Resources shall be fully implemented.

G. Public Water and Sewer. The Property will be served by public central water supply and public central sanitary sewer systems. Except as otherwise stated herein, the Owner shall construct and install all water and sewer extensions and shall provide all connections necessary for development of the Property at no expense to the County or to the Loudoun County Sanitation Authority ("Loudoun Water"). Such water and sanitary sewer extensions and connections shall be constructed in accordance with adopted Loudoun Water standards. The Owner shall acquire any offsite easements, if needed, to extend public water and/or sanitary sewer lines to the Property and shall dedicate such easements to Loudoun Water at no cost to the County or to Loudoun Water. Any existing wells located on the Property shall be abandoned prior to the approval of the first record plat or first site plan, including any site plan amendment, for the Property, whichever is first in time, in accordance with Loudoun County Health Department standards and requirements then in effect.

X. BRADDOCK ROAD (ROUTE 620) NOISE ATTENUATION

A. Noise Impact Study. The Owner shall provide a noise impact study to the County that will determine the need for any additional buffering and noise attenuation measures along Braddock Road (Route 620). The noise impact study shall be based upon traffic volumes for this roadway at a time 10 to 20 years from the start of construction based upon the most recent applicable forecast available from the Department of Transportation and Capital Infrastructure, the ultimate road configuration as defined in the CTP, and the ultimate design speed, pavement type and proposed topography. This noise impact study will be conducted by a certified professional engineer and submitted to the County concurrently with the submission of the first site plan, including any site plan amendment, or CPAPs, whichever is first in time, for the Property. The noise impact study will be prepared using the latest version of the Federal Highway Administration's Traffic Noise Prediction Model. Noise impacts shall be deemed to occur if predicted highway noise levels substantially exceed the existing noise levels (a 10 decibel increase over existing levels) or approach (one decibel less than), meet, or exceed the Noise Abatement Criteria identified in the CTP.

B. Noise Abatement. For all uses deemed to be subject to such noise impacts, noise attenuation measures shall be provided along the specified roadways sufficient to mitigate the anticipated noise impacts prior to the issuance of any occupancy permits for any impacted structures. Such noise attenuation measures shall be shown on the applicable site plan, including any site plan amendment, or CPAPs. Noise attenuation measures shall result in noise levels less than impact levels (2 decibels less than the Noise Abatement Criteria) and shall result in a noise reduction of at least 5 decibels below predicted highway noise levels. Where noise attenuation measures are determined to be required, priority shall be given to passive measures (to include adequate setbacks, earthen berms, wooden fences, and vegetation). Structural noise attenuation measures (e.g., noise walls) shall be used only if adequate noise attenuation cannot otherwise be achieved. Notwithstanding the previous sentence, structural noise attenuation measures may be incorporated into the construction of impacted structures to achieve interior noise standards. The first occupancy permit for any dwelling unit on the Property adjacent to Braddock Road (Route 620) shall not be issued until the Owner has provided written documentation from County Building and Development staff or the Zoning Administrator that such required attenuation measures have been constructed or installed or are not required. All such noise attenuation measures (other than those incorporated into the construction of the impacted structures) shall be constructed on HOA owned property, and the HOA Covenants shall clearly state that all such measures shall be maintained by the HOA and shall not be removed without written approval from the County.

XI. SEVERABILITY

Any portion of the Property may be the subject of a Zoning Concept Development Plan Amendment, Proffer Amendment, Rezoning, Special Exception, Commission Permit, Zoning Modification, Variance or other zoning application without the joiner and/or consent of the owners of other land areas within the Property, provided that (i) such application is compatible with these Proffers, (ii) that the approval of such application would have no material, adverse

impact upon any other land within the Property or the performance of any of these Proffers by the owners of the other land within the Property, (iii) that such application complies with the relevant Zoning Ordinance and Virginia Code provisions, (iv) that such application includes a proffer audit outlining the status of each commitment in these Proffers, and (iv) that such application shall not be approved by the County unless the application has been presented and considered at such public meetings or hearings as required by law. Previously approved proffered commitments applicable to a particular portion of the Property which are not the subject of such an application shall remain in full force and effect.

XII. ESCALATOR

Unless otherwise specified, all cash contributions enumerated in these Proffers shall be subject to an annual adjustment based on the CPI with a base year of 2021. The first such adjustment shall occur on January 1, 2022 and change effective each January 1 thereafter.

The undersigned hereby warrant that all owners with any legal interest in the Property have signed this Proffer Statement, that no signature from any additional party is necessary for these Proffers to be binding and enforceable in accordance with their terms, that they, together with the others signing this document, have full authority to bind the Property to these conditions, and that the Proffers are entered into voluntarily.

(SIGNATURE PAGES FOLLOW)

OWNER



Deborah L. Greene

Commonwealth of Virginia)
) to-wit:
County of Loudoun)

The foregoing Proffer Statement was acknowledged before me this 11th day of December,
2020, by Deborah L. Greene, in her capacity as an Owner.



Notary Public



My Commission Expires: 04/30/2021
Notary Registration # 7519969

OWNER

Mark B. Hogan

Commonwealth of Virginia)
) to-wit:
County of _____)

The foregoing Proffer Statement was acknowledged before me this ___ day of _____,
2020, by Mark B. Hogan, in his capacity as an Owner.

Notary Public

My Commission Expires: _____
Notary Registration # _____

OWNER

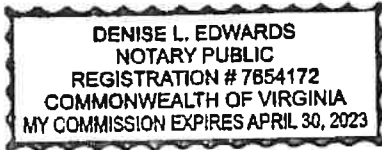
 Deborah L. Greene

Commonwealth of Virginia)
) to-wit:
 County of _____)

The foregoing Proffer Statement was acknowledged before me this ___ day of _____, 2020, by Deborah L. Greene, in her capacity as an Owner.

 Notary Public

My Commission Expires: _____
 Notary Registration # _____



OWNER

Mark B. Hogan

 Mark B. Hogan

Commonwealth of Virginia)
) to-wit:
 County of Prince William)


The foregoing Proffer Statement was acknowledged before me this 11 day of December, 2020, by Mark B. Hogan, in his capacity as an Owner.

Denise L. Edwards

 Notary Public

My Commission Expires: April 30, 2023
 Notary Registration # 7654172

OWNER


Joseph Emory Kent
Trustee, Joseph Emory Kent Living Trust

Commonwealth of Virginia)
County of Culpeper) to-wit:

The foregoing Proffer Statement was acknowledged before me this 14th day of December, 2020, by Joseph Emory Kent, in his capacity as Trustee of the Joseph Emory Kent Living Trust, an Owner.


Notary Public

My Commission Expires: 12/31/2021
Notary Registration # 153476



EXHIBIT A
Concept Development Plan

ZONING MAP AMENDMENT
ZMAP-2019-0019

ZONING ORDINANCE MODIFICATION
ZMOD-2020-0005, ZMOD-2020-0006, ZMOD-2020-0007,
ZMOD-2020-0017, ZMOD-2020-0018, ZMOD-2020-0019

SPECIAL EXCEPTION
SPEX-2020-0019

LAND SUBDIVISION & DEVELOPMENT ORDINANCE
AND FACILITIES STANDARDS MANUAL WAIVERS
SBEX-2020-0001, SBEX-2020-0002

HOGAN KENT GREENE
BLUE RIDGE ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

APPLICANT
LOUDOUN SOUTH, LLC
8040 INDUSTRIAL PARK COURT
BRISTOW, VA 20156

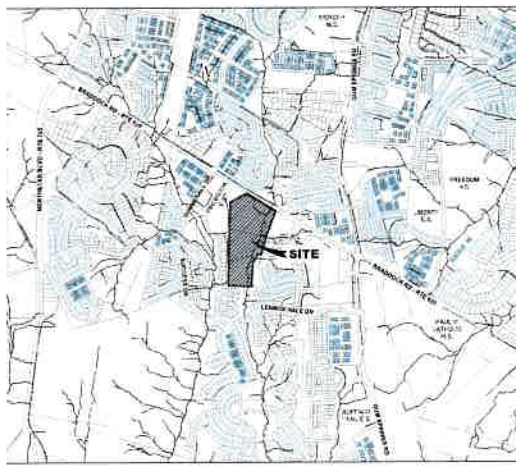
OWNER
DEBORAH L. GREENE
306 SHENANDOAH STREET, SE
LEESBURG, VA 20175-4010

OWNER
MARK B. HOGAN
10127 SCHOOLHOUSE WOODS COURT
BURKE, VA 22015-2725

OWNER
JOSEPH EMERY KENT LIVING TRUST
11723 CREST HILL ROAD
HUME, VA 22639

SHEET INDEX

1. COVER SHEET	
2. EXISTING CONDITIONS	
3. CONCEPT DEVELOPMENT PLAN	
4. SPECIAL EXCEPTION PLAT	



VICINITY MAP
1" = 1" = 1" = 1"
1" = 1" = 1" = 1"
1" = 1" = 1" = 1"

GENERAL NOTES:

THE SUBJECT PROPERTY IS SHOWN WITHIN THE ZONING DISTRICT AND ZONING MAP AS FOLLOWS:

PARCEL ID	ADDRESS	OWNER	PROPERTY ADDRESS	ZONING DISTRICT
32010471	11146	SPREngle, LLC	11146 SPREngle, LLC	RS-1
32010472	11146	SPREngle, LLC	11146 SPREngle, LLC	RS-1
32010473	11146	SPREngle, LLC	11146 SPREngle, LLC	RS-1

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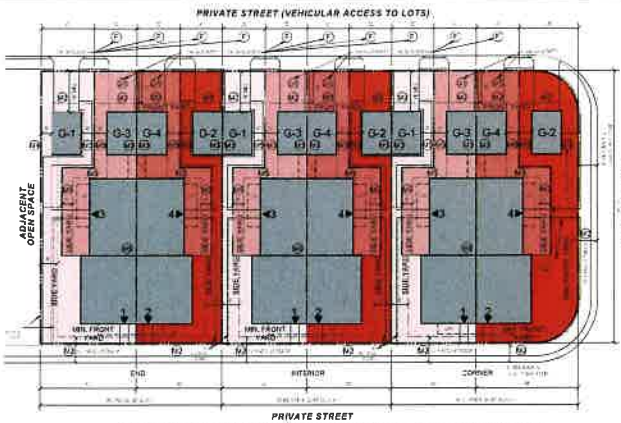
ZONING MAP AMENDMENT
ZONING ORDINANCE MODIFICATION
SPECIAL EXCEPTION
HOGAN KENT GREENE
LOUDOUN COUNTY, VIRGINIA

NO.	DESCRIPTION	DATE
1	PROJECT PREPARED	04/01/2021
2	PROJECT REVIEWED	04/01/2021
3	PROJECT APPROVED	04/01/2021

COVER SHEET

PROJECT NO.	8408
DATE	04/01/2021
SCALE	AS SHOWN
CHECKED BY	CH
DRAWN BY	CH

1 of 4



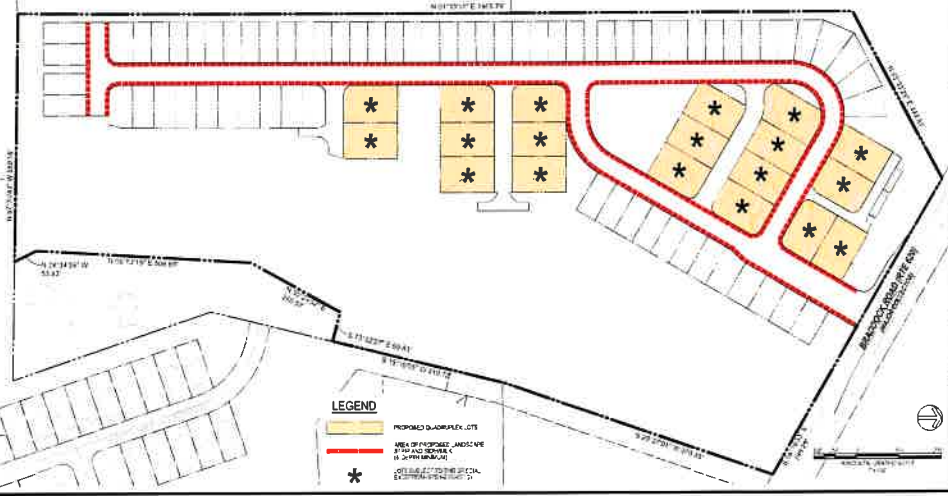
SPDX DETAIL: QUADRUPLEX TYPICAL LOT LAYOUT (PRIVATE STREETS FRONT AND REAR)
SCALE 1" = 32'



SPDX DETAIL: QUADRUPLEX TYPICAL LOT LAYOUT (ADJACENT OPEN SPACE AT REAR)
SCALE 1" = 32'

SPEC LABEL	REQUIREMENT
FRONT YARD	FRONT YARD SETBACK: 15 FEET FRONT YARD SETBACK: 15 FEET FRONT YARD SETBACK: 15 FEET
REAR YARD	REAR YARD SETBACK: 15 FEET REAR YARD SETBACK: 15 FEET REAR YARD SETBACK: 15 FEET
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ZONING ORDINANCE MODIFICATIONS	REQUIREMENT
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LEGEND

- PROPOSED QUADRUPLEX LOTS
- ADJACENT OPEN SPACE
- ADJACENT OPEN SPACE
- ADJACENT OPEN SPACE

christopher consultants
INCORPORATED
1000 W. 10TH ST. SUITE 100
DENVER, CO 80202
TEL: 303.733.8000
WWW.CHRCO.COM

christopher consultants
INCORPORATED
1000 W. 10TH ST. SUITE 100
DENVER, CO 80202
TEL: 303.733.8000
WWW.CHRCO.COM

ZONING MAP AMENDMENT
ZONING ORDINANCE MODIFICATION
SPECIAL EXCEPTION
HOGAN KENT GREENE
LOCAL GOVERNMENT

NO.	DATE	DESCRIPTION	BY
1	01/15/2023	PROJECT FILED	STAFF
2	02/15/2023	PROJECT FILED	STAFF
3	03/15/2023	PROJECT FILED	STAFF
4	04/15/2023	PROJECT FILED	STAFF
5	05/15/2023	PROJECT FILED	STAFF

EXHIBIT B

Listing of Zoning Ordinance Modifications

ZMOD-2020-0005

Sec. 3-511 (A): Private Streets. Roads, serving townhouse and multifamily uses only, may be designed and constructed to private street standards set forth in the Facilities Standards Manual.

Modification Request: Permit single family detached dwelling units, quadruplex dwelling units, and duplex dwelling units to be served by streets designed and constructed to private street standards set forth in the Facilities Standard Manual.

Section 1-205(A): No structure requiring a building permit shall be erected upon a lot which does not provide frontage onto a Class I, II or III road or private access easement.

Modification Request: Permit single family detached, single family attached duplex, and single family attached quadruplex dwelling units to be erected on lots with frontage on a Class III road or private access easement.

ZMOD-2020-0006

Sec. 1-205(A)(1): New access points to arterial or major collector roads shall be limited to locations at existing median breaks, planned median breaks or other locations approved by Loudoun County or VDOT.

Modification Request: Permit a new private access point to a major collector road, Braddock Road, at a location where there is no existing or planned median breaks or other location approved by Loudoun County or VDOT.

ZMOD-2020-0007

Table 5-1102: Single Family Attached Dwelling Unit: 3.0/dwelling unit in all districts except that at least .5 spaces/unit will be accommodated by off lot parking spaces.

Modification Request: Allow the three required parking spaces, including the 0.5 per unit space required to be off lot, per single family attached duplex dwelling unit to be provided on lot.

ZMOD-2020-0017

Sec. 5-200(B)(5): Permitted Structures in Required Yards.

Modification Request:

(a) Modify Section 5-200(B)(5)(a) by reducing the minimum distance of non-habitable, one story accessory structures (garages) in conjunction with single family dwelling garages from the front of the lot from 60 feet to 18 feet across all the quadruplex lots.

(b) Modify Section 5-200(B)(5)(a) by reducing the minimum distance of non-habitable, one story accessory structures (garages) in conjunction with single family dwelling garages from the side of the lot from 25 feet to a minimum of 8 feet for the corner lots and 5 feet for lots adjacent to the open space parcels.

ZMOD-2020-0018

Sec. 5-1303(B)(4): Trees shall be planted at a rate of 1/50 linear feet along both sides of all areas dedicated for vehicular access.

Modification Request: Eliminate the requirement for trees to be planted at a density of one tree per 50 linear feet along both sides of all areas dedicated for use for vehicular access for certain streets.

ZMOD2020-0019

Sec. 7-803(B)(2): Lot and Building Requirements, Lot width: 14' minimum for interior units, 24' minimum for end units.

Modification Request: Lot width: 14' min. for interior units, 20' for end units within quadruplex blocks.

ZMAP-2019-0019
Hogan Kent Greene Proffer Statement
Page 24

EXHIBIT C
Hogan Kent Greene Design Guidelines



HOGAN KENT GREENE

DESIGN GUIDELINES
4 AUGUST 2020



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2.0 DESIGN GUIDELINES	7
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3.0 Architectural Pattern Book	23
3.1 General Guidelines	23
3.2 Unit Types	27
4.0 CONCLUSION	30

1.0 INTRODUCTION

Given the property's identification as Transition Compact Neighborhood in the 2019 Loudoun County General Plan ("The County Plan"), the applicant has proposed a compact, residential neighborhood to include an integrated mix of single family detached homes, duplex units, and quadruplex units, arranged with access to the active recreation greens. A significant portion of the site will be preserved as forested open space which will provide an environmental buffer to the east. This naturally vegetated area will provide ample opportunities for passive recreation and will be publicly accessible via an extensive network of trails that create a walkable community.

The County Plan describes the design characteristics that are essential in guiding the proposed development. Each of these areas is addressed within these Design Guidelines with precedent imagery, illustrative graphics and a specific narrative describing the elements of the proposed plan. To implement this vision, the Applicant proposes to rezone the property from TR1LF and TR3LF to R-8 ADU, all consistent with the County Plan.

ILLUSTRATIVE PLAN



1.1 Design Goals

The Hogan Kent Greene Design Guidelines are intended to be a framework for development to be used by developers, stakeholders, and municipalities, during the design process and implementation phase of the project. This document should be utilized as guiding principles for the vision of the community and to aid in the implementation of that design. The Design Guidelines aim to be prescriptive enough to create a framework for design but flexible enough to allow for creativity and innovation in design. In the event there is a conflict, the requirements of the Zoning Ordinance and the proffer commitments the CDP shall supersede these Design Guidelines.

These guidelines address the following topical areas:

- Building Orientation and Setbacks
- Typical Street Sections
- Building Design and Facades
- Street Furnishing and Lighting
- Parks, Open Space, and Active Recreation
- Conversation Areas
- On-Street Parking
- Sidewalks
- Street Trees and Landscape

- A development that creates a neighborhood for its residents, through a plan that is pedestrian friendly and provides usable recreation amenity spaces.
- Ensure community longevity through the design of neighborhoods that will endure over time.
- Create visual interest throughout the development by implementing thoughtful architectural design, landscaping natural spaces and public spaces.



1.2 Site Location

Hogan Kent Greene is located in Loudoun County. The project is comprised of three parcels (MCPI#’s 206-26-3209, 207-46-1171, and 206-16-1540), totaling 37.63 acres, and is located south of Braddock Road between Gum Springs Road and Northstar Boulevard. The project is bordered to the south and east by single family housing (PDH3 zoning), across Braddock Road to the north by

single family housing (PDH4 zoning), to the west by single family housing (PDH4 zoning) and Pinebrook Elementary School. The property is within the limits of the 2019 Loudoun County General Plan, located in the Transition Policy Area, identified as the Transition Compact Neighborhood.

KEY MAP

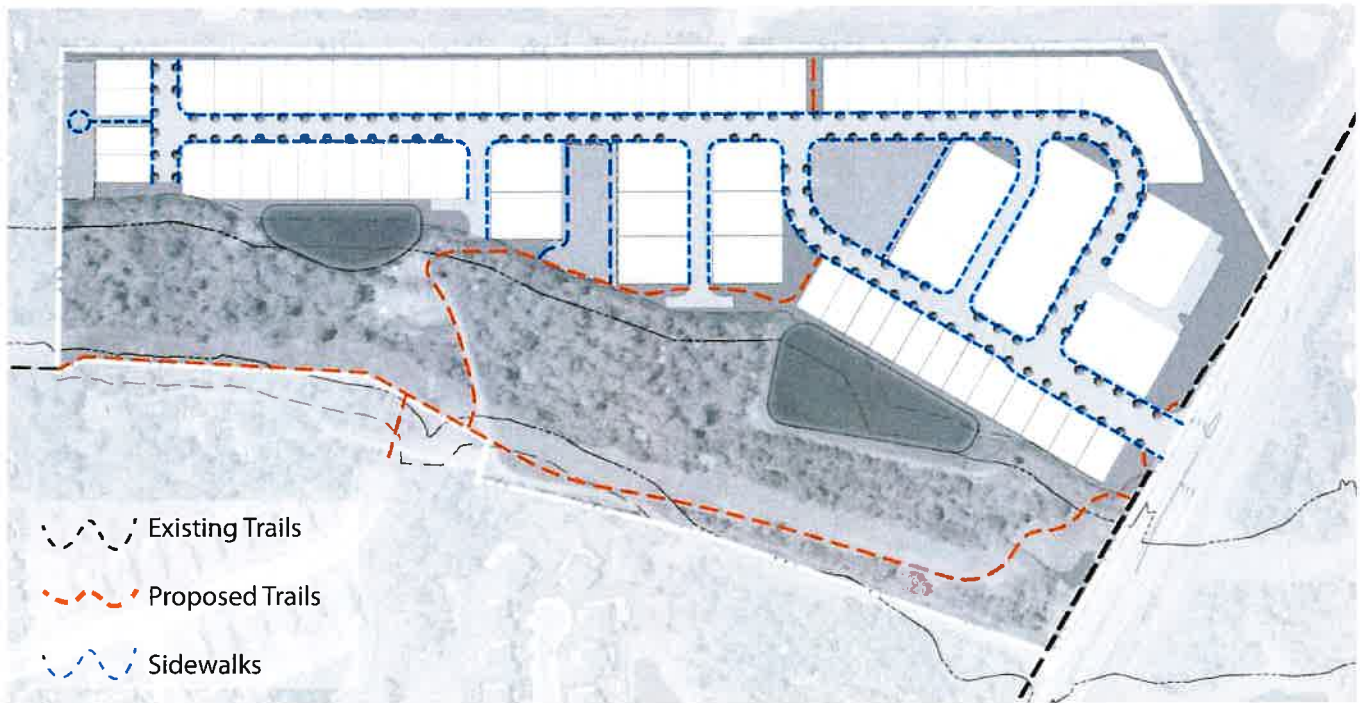


1.3 Pedestrian Connectivity

Hogan Kent Greene will strive to create a community with a safe and comfortable walking environment. On the interior of the site, sidewalks will connect residents to recreational amenities, as well as providing access between homes, parking and the adjacent properties. The interior sidewalks are connected to a trail system that connects to Braddock Road and the forested open space areas. The trail will be 8' in width and provide small seating areas with benches at key locations. Accessible routes will be implemented throughout the community to provide access for people of variable abilities. Sidewalks will provide adequate illumination to create a safe pedestrian experience.



PEDESTRIAN NETWORK



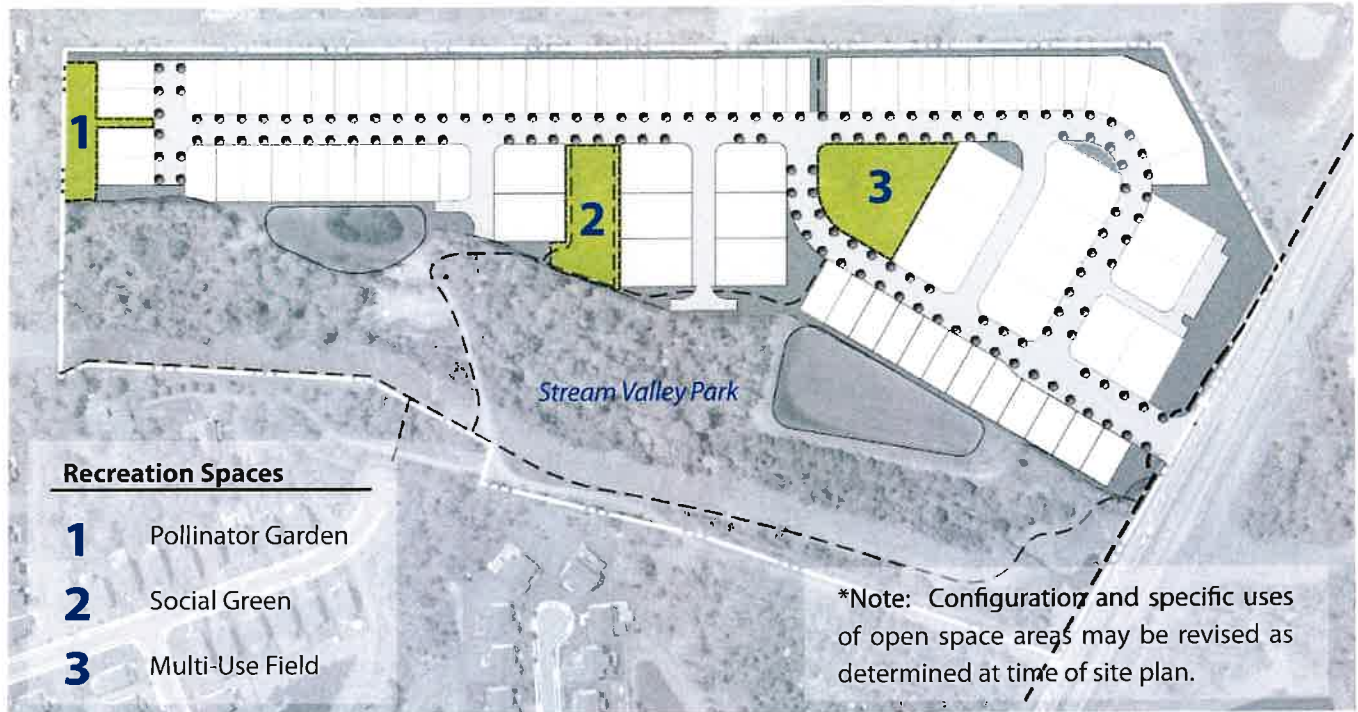
2.0 DESIGN GUIDELINES

2.1 Open Space Overview

- Residential buildings are arranged to form outdoor spaces for pedestrian activity in key locations. Recreation amenity areas are programmed with elements to promote community gathering.
- Pedestrian sidewalks and trails connect residents to the gathering spaces.
- The programmed spaces incorporate a diverse palette of landscaping to create a year-round visual interest and provide canopy shade coverage.



OPEN SPACE KEY MAP



Stream Valley Park

This open space is designed to protect the existing natural resources and stream that traverse it. This open space area will include informal permeable asphalt pathways which link Braddock Road and the adjacent communities. The informal pathways are intended to allow the residents ways to meander through this wooded natural area to bird-watch, take photographs and generally enjoy the natural setting. Benches will be provided throughout the park. Interpretive signage will be provided along the internal trail. These signs will provide informative and educational content that will be beneficial for residents and visitors.



Trail Network

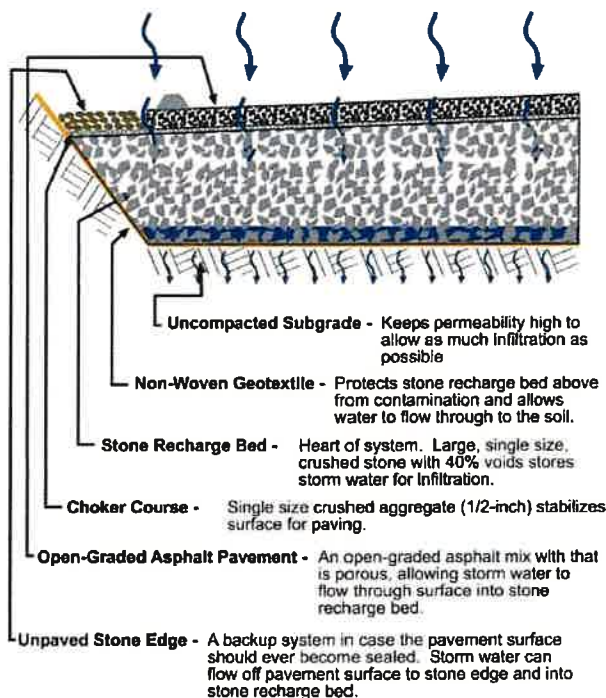
An extensive trail network will link the sidewalk system with the surrounding natural features of the community. The trails will provide access for walkers, runners, parents with strollers and bicyclists to travel through the forest, and open space. Seating areas and widened trail sections may be provided at specific waypoints where there are interesting viewsheds or potential activity areas.

While many of the trails will be constructed of pervious paving, in select and appropriate areas, the trails may employ short sections of boardwalk. The boardwalk sections may be constructed of composite wood to reduce future maintenance costs. Trail head markers may be provided at main entrance points and will include a general map and directional cues for the various activity areas. At intermittent points along the trail, there may be fitness stations for exercise enthusiasts, educational signage for wildlife lovers, interpretative signage describing some of the historic events and/or landmarks, describing birds, flora, and fauna.



The Stream Valley Recreational Trail shall be constructed of pervious paving, which provides a sustainable surface that will conserve water, reduce runoff, promote infiltration which cleanses stormwater and protects our streams and other natural resources. The standard permeable asphalt pavement section consists of:

- An uncompacted subgrade to maximize the infiltration rate of the soil.
- A geotextile fabric that allows water to pass through, but prevents migration of fine material from the subgrade into the stone recharge bed.
- A stone recharge bed consisting of clean single-size crushed large stone with 40% voids. This serves as a structural layer and also temporarily stores stormwater as it infiltrates into the soil below.
- A stabilizing course or “choker course” consisting of clean single-size crushed stone smaller than the stone in the recharge bed to stabilize the surface for paving equipment.
- An open-graded asphalt surface with interconnected voids that allow stormwater to flow through the pavement into the stone recharge bed.



Source: National Asphalt Paving Association



Signs will be posted at trailheads to warn not to seal the pavement or use sand or other abrasives for snow and ice conditions. Signs may also include educational information regarding the advantages of pervious paving.

Recreation Space: Multi-Use Field

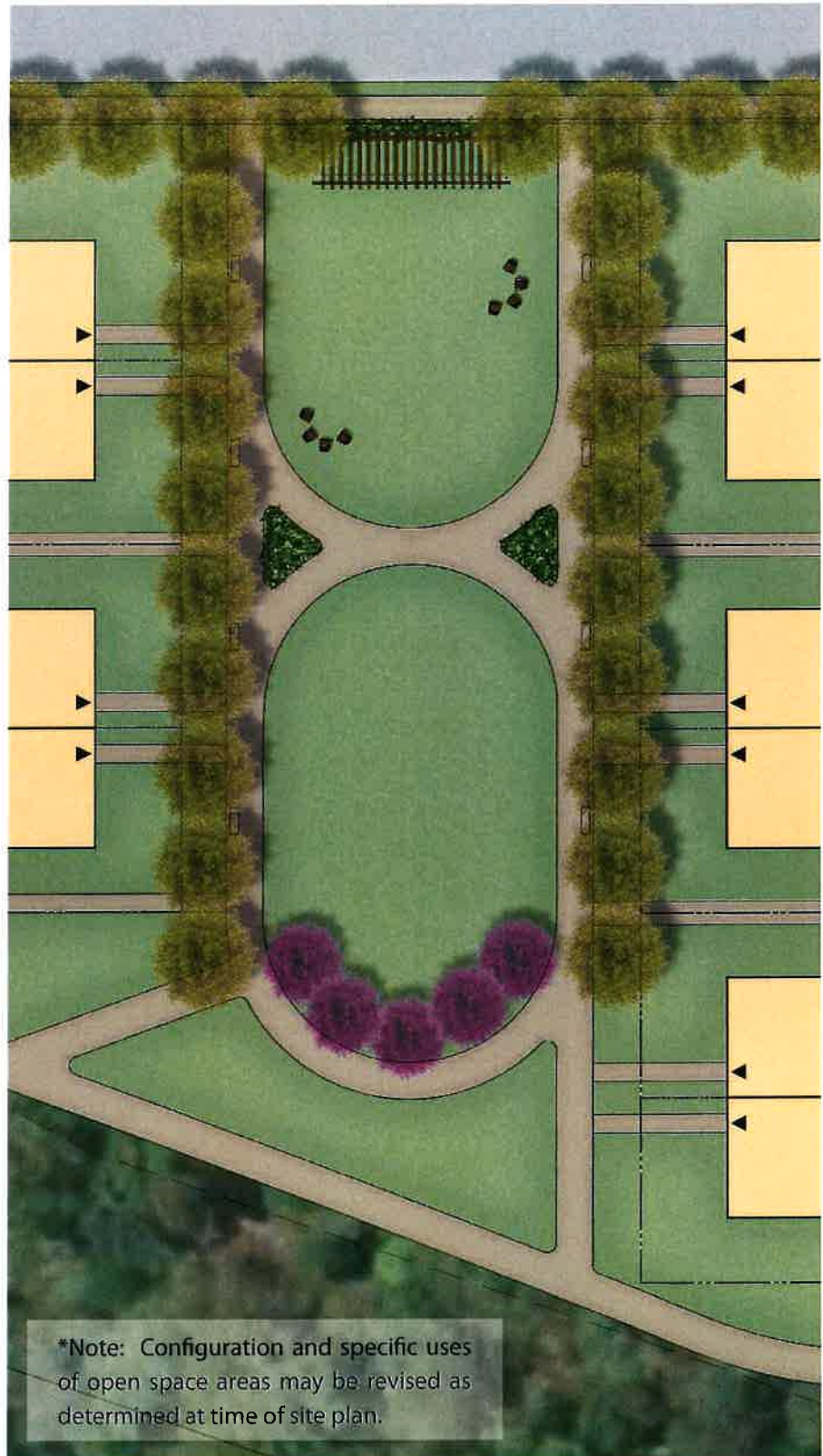
This area serves as a multi-purpose gathering area for residents of all ages. The internal pedestrian network connects to the perimeter sidewalks and adjacent unit lead walks. The internal walkways define the various use areas yet still allow for the entire space to be used for larger events.

A tot lot with benches and at least two (2) pieces of composite equipment provide play opportunities for children of various ages. The tot lot surface is comprised of engineered mulch to provide the required safe fall area. A picnic area with grills also allows this area to be used for birthday parties and social events.



Recreation Space: Social Green

This area serves as a linear park that links the internal travelways to the Stream Valley Park. The internal sidewalks connect to the adjacent unit lead walks. One potential improvement for this recreation area is a trellis shade structure. The overhead structure would provide partial shade over the paved seating node adjacent to the sidewalk. Groupings of Adirondack chairs will be installed to promote smaller group social interactions or for adults to rest and enjoy watching their children participate in active recreation.



Recreation Space: Pollinator Garden

These garden areas will include benches to create a unique, passive gathering area. The landscaping within the park may be installed as a sensory garden providing a wide variety of plant material to highlight the differences in sight, smell and texture. A variety of plant species, with an emphasis on natives, will provide year-round seasonal interest while fostering habitat for birds and other pollinators.



2.2 Landscape

Overview of Landscape Guidelines

Landscaping in Hogan Kent Greene will assist in the definition of space and community identity, to soften the vertical space, and provide a comfortable pedestrian experience. Benefits of a well-designed landscape include helping to manage stormwater, reduce heat island effects, provide shade and protection of non-vehicular travelers, buffer dissimilar uses, and dramatically improve the aesthetics of the community.

Large canopy trees and understory trees will be located along edges of amenity areas and in buffers. Buffers are areas that are planted in a naturalized manner, and provide an edge to the community. These areas can include a wide variety of plantings to create a dense, layered effect. Conversely, street plantings are laid out in an organized manner. Multiple species of trees will be planted in groups or an alternating pattern along streets to help improve the long-term health and stability of the tree canopy.

All trees planted in common areas, including developed common amenity areas, will include native species. Shrubs, ornamental grasses and perennials planted in recreational amenity areas, common open space and buffers will include native species but may include other non-native, regionally appropriate species that provide year-round interest and aesthetic value. The proposed plant palette included in the Design Guidelines is not intended to be exclusive and is provided to illustrate the general character and diversity of plantings. Additional native tree species



not listed may be included with final design.

With respect to wetlands, wildlife habitat, native vegetation, and the like, the community includes significant enhancements. Replanting areas provided to mitigate encroachment into the River and Stream Corridor Resources (RSCR) management buffer will consist of native reforestation. Exclusive of these replanting areas, existing non-forested areas within open space that include non-native grasses will be reclaimed and planted with native meadow mix that includes pollinator plantings.

Buffer plantings will be provided in accordance with Loudoun County Zoning Ordinance (ZO) and Facilities Standards Manual (FSM) requirements, unless noted otherwise. Plantings supplemental to the minimum required plantings may be provided, particularly around building foundations and in amenity areas. Measures will be taken to utilize landscaping to provide sufficient visual buffers from roadways, alleys, and mechanical equipment (such as electrical transformers and air conditioning units).



Minimum Size Requirements and Planting Standards

Unless specifically noted otherwise, street trees will be provided in accordance with Z.O. Section 5-1304(B)(4). The following guidelines will be implemented for placement of street trees (large and medium shade trees) along roadways:

- Street trees will be spaced regularly throughout the available planting area. Street trees will be spaced at a minimum of 25 feet on center to allow for canopy growth.
- Street trees may not be provided along private street types PS2 and PS3 given the curb cuts for driveways limiting the room for trees.
- Street trees will be a minimum of 2" caliper at time of planting.

Quantities required for buffer plantings will be provided in accordance with the County standards, the CDP and these Design Guidelines. Plant material and plant types will utilize species listed in the FSM and the Design Guidelines. Trees will not be planted closer than 3' from curbs or pavement.

Plant size is an important consideration in creating a safe and secure street environment. When considering the location and size of plant material, vehicular and non-vehicular sight triangles will be maintained according to appropriate engineering standards. At crosswalks, the maximum height of shrub material will be no more than 30 inches from the top of the adjacent roadway. Similarly, plants more than 30 inches in height will not be located within the sight triangle of driveways measured from the adjacent roadway.

No landscape will be successful without adequate maintenance, and certain plants require more attention than others. For understory plantings, plants that are both hardy to urban conditions and regionally appropriate for the area will be used. Amenity areas will require a higher level of maintenance as the plantings selected will create a more manicured appearance. The buffer areas will maintain a naturalized appearance as they are intended to create a dense barrier that will screen views. Street trees and shrubs will be trimmed to maintain the appropriate sight distance.



Plant Palette

Large Shade + Evergreen Trees

BOTANICAL NAME	COMMON NAME	SUGGESTED USE	NATIVE
<i>Acer rubrum</i>	Red Maple	Street Tree, Parks, Naturalize	Y
<i>Celtis occidentalis</i>	Hackberry	Parks	Y
<i>Cladrastis kentukea</i>	American Yellowwood	Buffers, Parks, Naturalize	Y
<i>Fagus grandifolia</i>	Beech	Buffers, Naturalize	Y
<i>Ilex opaca</i>	American Holly	Screens, Parks	Y
<i>Juniperus virginiana</i>	Eastern Red Cedar	Screens, Buffers	Y
<i>Liquidambar styraciflua</i>	Sweetgum	Parks	Y
<i>Liriodendron tulipifera</i>	Tulip Poplar	Parks, Naturalize	Y
<i>Nyssa sylvatica</i>	Black Tupelo	Buffers	Y
<i>Pinus echinata</i>	Shortleaf Pine	Naturalize	Y
<i>Pinus taeda</i>	Loblolly Pine	Buffers	Y
<i>Platanus occidentalis</i>	American Sycamore	Buffers, Parks	Y
<i>Quercus alba</i>	White Oak	Parks, Naturalize	Y
<i>Quercus bicolor</i>	Swamp White Oak	Parks, Naturalize	Y
<i>Quercus coccinea</i>	Scarlet Oak	Parks, Naturalize	Y
<i>Quercus palustris</i>	Pin Oak	Parks, Naturalize	Y
<i>Quercus phellos</i>	Willow Oak	Street Tree, Parks, Naturalize	Y
<i>Quercus rubra</i>	Red Oak	Parks, Naturalize	Y

*Note: The plant palette is not intended to be exclusive and is provided to demonstrate the general character and diversity of species. Additional native shade and evergreen tree selections not listed may be included with final design.



Understory Trees + Shrubs

BOTANICAL NAME	COMMON NAME	SUGGESTED USE	NATIVE
<i>Amelanchier canadensis</i>	Serviceberry	Naturalize, Parks, SWM	Y
<i>Aronia arbutifolia</i>	Red Chokeberry	Parks, Naturalize	Y
<i>Betula nigra</i>	River Birch	Parks, Buffers, Naturalize	Y
<i>Callicarpa americana</i>	Beautyberry	Borders, Naturalize	Y
<i>Carpinus caroliniana</i>	Hornbeam	Buffers, Naturalize	Y
<i>Cephalanthus occidentalis</i>	Buttonbush	Naturalize, SWM	Y
<i>Cercis canadensis</i>	Eastern Redbud	Eastern Redbud	Y
<i>Chionanthus virginicus</i>	Fringe Tree	Naturalize, Parks	Y
<i>Cornus amomum</i>	Silky Dogwood	Naturalize, Parks	Y
<i>Cornus florida</i>	Dogwood	Naturalize, Parks	Y
<i>Hamamelis virginiana</i>	Witch Hazel	Naturalize, Parks	Y
<i>Ilex verticillata</i>	Winterberry Holly	Parks, SWM	Y
<i>Itea virginica</i>	Virginia Sweetspire	Naturalize, SWM	Y
<i>Kalmia latifolia</i>	Mountain Laurel	Borders, Naturalize	Y
<i>Magnolia virginiana</i>	Sweetbay Magnolia	Specimen, Parks, Naturalize	Y
<i>Sambucus canadensis</i>	Common Elderberry	SWM	Y
<i>Taxodium distichum</i>	Bald Cypress	Buffers, Parks	Y
<i>Viburnum dentatum</i>	Arrowwood Viburnum	Buffers	Y
<i>Viburnum nudum</i>	Possumhaw Viburnum	Buffers	Y
<i>Viburnum prunifolium</i>	Black Haw Viburnum	Buffers	Y

*Note: The plant palette is not intended to be exclusive and is provided to demonstrate the general character and diversity of species. Additional native understory trees and native and/or regionally appropriate shrub selections not listed may be included with final design.



2.3 Landscape Areas

Streetscape / Parking

A consistent tree canopy throughout the streetscape will create the appearance of the street corridor. Streetscape plantings will primarily consist of large, native canopy trees that are limbed up per standard pruning practices and as required to provide a safe environment. Street trees buffer homes from traffic, which creates a comfortable experience for both motorists and pedestrians. Additionally, they create an identity for the community and have an aesthetically pleasing effect.



SWM Facilities

The banks of proposed SWM facilities will be planted, where appropriate, with a native meadow and wildflower mix that will include pollinator species. These natural meadows reduce maintenance for the HOA and provide an attractive natural feature.



Buffers

Buffers are areas of land set aside as a place to provide vegetation that will create a visual screen between two differing land uses, composed of a variety of native trees and a biodiverse mix of shrubs. These buffers create a dense barrier that screens views, provides visual interest, and creates habitat for wildlife. The width of the buffer may be variable to meet County requirements and those defined within the Design Guidelines.



Amenity Areas

Throughout the community will be amenity areas which will reinforce the feeling of community and provide opportunities for social gathering. These spaces will be located in areas that are well-utilized and convenient to access. Plantings will include native ornamental trees, as well as shrubs, and accent perennials designed to create an aesthetically pleasing and comfortable environment for the community.



2.4 Streetscape Elements

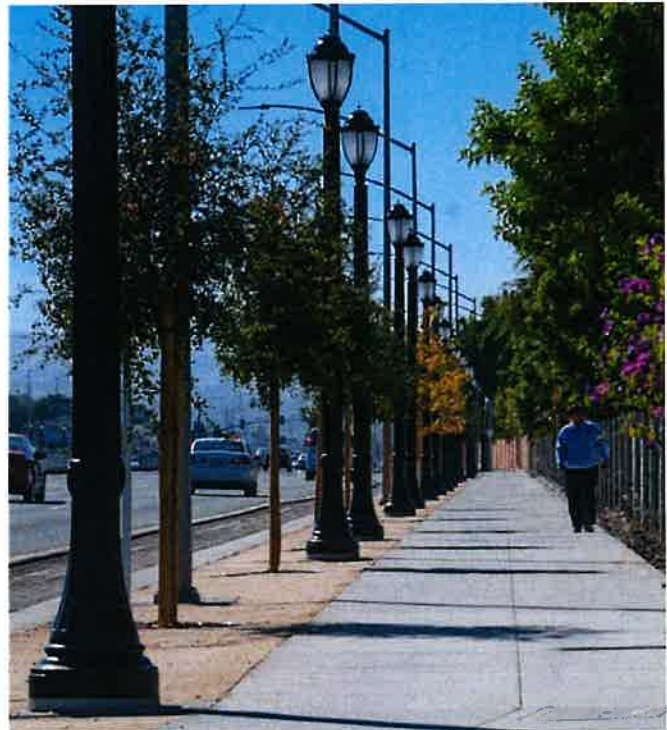
Site Furnishings

- Street furniture will be used to promote a pedestrian friendly streetscape
- Street furniture integrated with usable public gathering spaces and along sidewalks support pedestrian life along streets and elevates the quality of the streetscape by providing places for people to sit and gather, deposit litter and store bicycles.
- Site furnishings and pet waste stations are of a similar style and quality and used to create a cohesive streetscape within the neighborhood.
- Color of the selected furnishings is compatible to the overall color palette of the neighborhood.



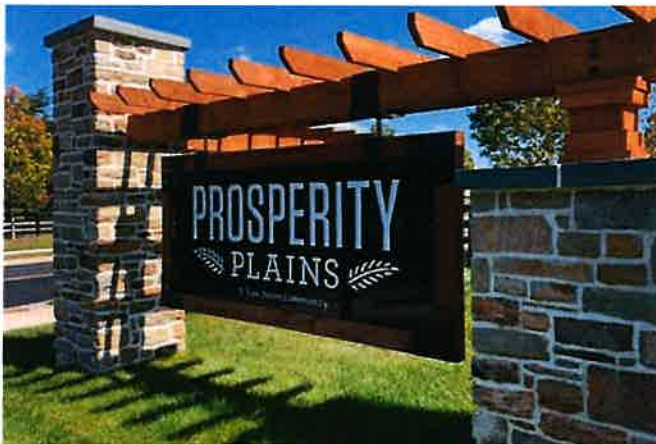
Lighting

- All lighting shall conform to the Lighting Standards set forth in the Zoning Ordinance and FSM Section 7.120 of the Loudoun County Facilities Standards Manual. All lighting will be shielded, full cut-off luminaires to minimize light trespass and meet dark sky requirements.
- Pedestrian level lighting is used to complement the roadway and streetscape lighting and to emphasize safe sidewalks and amenity areas.
- All sidewalks and amenity areas will be illuminated.
- Forested open space areas with natural-surface trails are generally intended for use during daytime hours and will not provide illumination. Trailheads and selected areas may provide illumination.



Signage

- Signage will maintain a consistent design throughout the community and support the overall character of Hogan Kent Greene.
- Consideration will be made for colors that provide reflectivity and are visible at all hours of the day / night.
- All signage will be in accordance with Section 5-1200 of the Loudoun County Zoning Ordinance or as modified with a Sign Development Plan (SIDP).



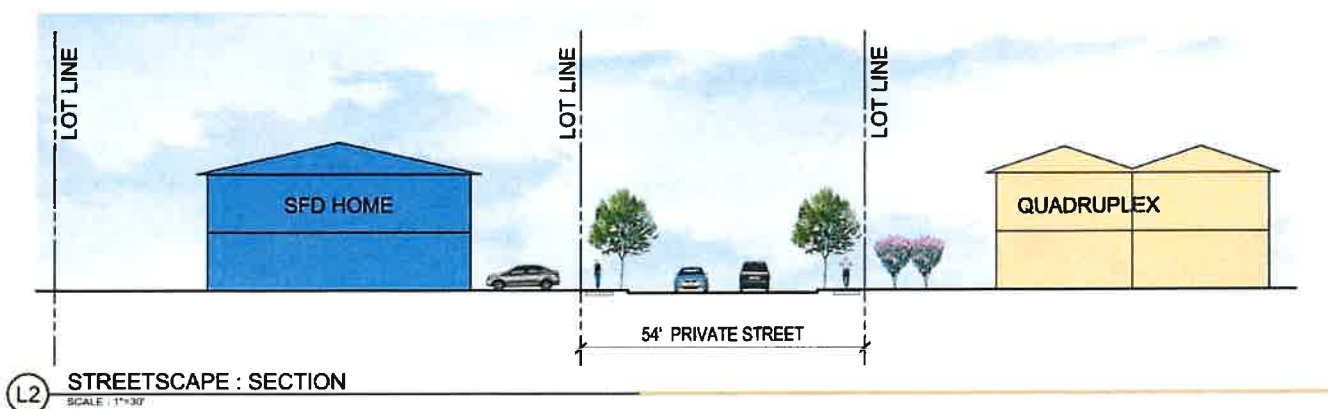
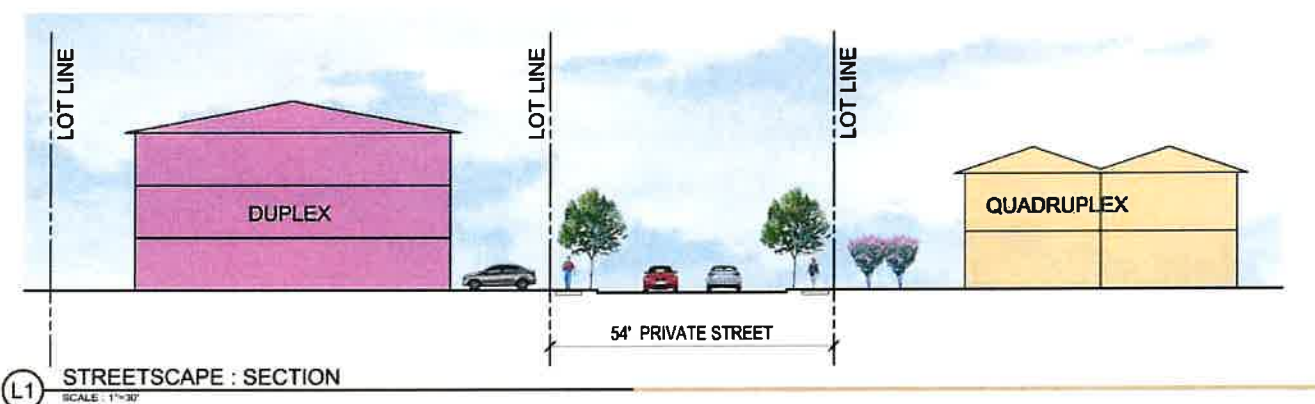
Sidewalks

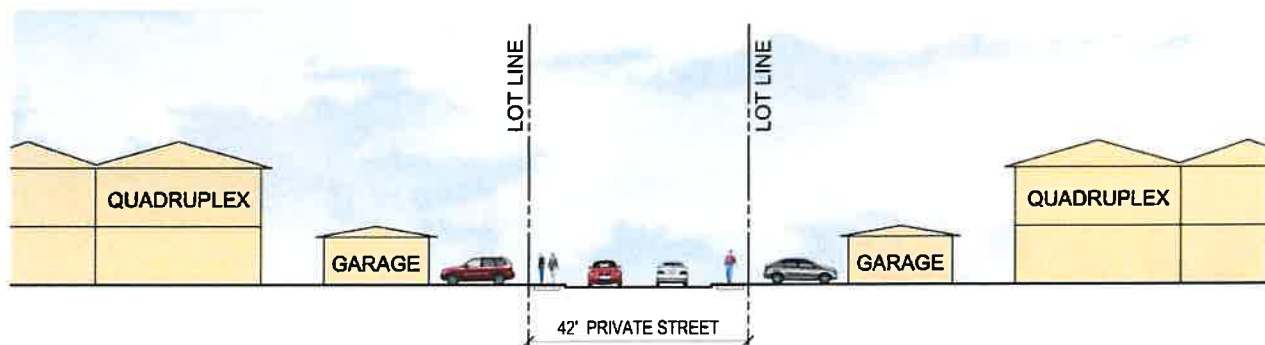
- Minimum 5 foot wide pedestrian sidewalks will be provided adjacent to internal roadways.
- Sidewalks and trails provide connection from residential units to public gathering spaces, adjacent communities, and amenities.
- The pedestrian network from the internal roadways will provide pedestrians a safe and continuous walking path along sidewalks and trails to the adjacent Pinebrook Elementary School.



Typical Street Sections

- These sections illustrate the relationship of homes, roadway and open space within the community and to the adjacent properties. These sections show how the project will organize the project elements to provide buffering and connection to the surrounding community.





L3 STREETScape : SECTION
SCALE 1"=30'

On-Street Parking

- Parallel parking is provided on the internal street grid to provide ample overflow parking for residents and visitors.
- Parallel parking minimizes the visual impact of large head-in surface parking areas.
- Parking is located mid-block to allow for safe pedestrian crossings at internal street intersections.
- Presence of parallel parking on internal street grid encourages reduced vehicular speed for pedestrian safety.



3.0 Architectural Pattern Book

3.1 General Guidelines

In order to have a cohesive overall character for the community, a consistent design concept will be implemented for the building architecture, through a like palette of materials, colors, and architectural styles. To create visually engaging buildings, slight variations within the facades will be incorporated. These can include, but are not limited to; variation in wall planes, roof lines, detailing, and addition of architectural elements such as balconies, canopies, gables, dormers and awnings. Building materials will include, but are not limited to; vinyl siding and trim, brick, and stone. All paint colors will be complimentary to one another and to the other building materials.

Building Design

Building design will consider the pedestrian experience, and provide a proportional relationship between the buildings, landscape, and street to create a pleasant user experience. Buildings will also provide interest at pedestrian eye-level, such as accent brick, decorative trim, and overhangs. All units will have an individual entrance to provide identity to the unit.

Building Orientation and Setback

- All Single Family Detached and Duplex units are oriented with the primary front façade facing an internal private street with parallel parking, sidewalks and lead walks.
- The common areas between the building façade and the sidewalk will be landscaped. Street lights in these areas will provide adequate illumination for pedestrian safety.
- Quadruplex unit garages will be oriented towards a private street to minimize visibility from the internal roadway system.



Lot Layout Standards

- **Accessory Structures:** Shall be located on the rear half of the lot and shall meet all side and rear yard setbacks. Detached garages could be designed to accommodate an accessory dwelling unit in the future if the zoning ordinance allows.
- **Building Height:** Maximum building height is 40 feet for single-family detached homes and 45 feet for single family attached units.
- **Driveways:** Driveways will be a minimum of 18' long to provide off-street parking.
- **Mechanical, electrical and Utility Equipment:** All mechanical and electrical equipment for each house shall be located rear of the front of the main mass of the residential structure, and shall be screened from view from any public travel way by architectural treatment, landscaping or both.



Architectural Standards

Garages: All attached garages shall be integrated into the architectural design, and consist of the same quality of material and finish as, the principal structure. Attached garage foundation water tables must be of the same material as the main structure. Detached garages shall be of consistent character as the principal structure.

Consistent Design: Each home shall be designed so that every face of the building is consistent with the selected architectural style, with similar siding materials or veneers utilized on every building face, and similar window size and placement, and door trim elements, on all building elevations. This does not preclude the use of different materials on a building projection or foundation, or a change of materials at a chimney or other projection, where historically such a change in materials might be found.

Decks and Patios: Decks, patios and balconies should generally be located in rear yards. Decks, porches and railings shall be painted, stained or left natural depending on the architectural style, color combinations and detailing of the home as well as visibility from any public street.





Doors: Shall be painted or stained wood, fiberglass or steel with raised panel profiles. Transoms and sidelights shall have true divided lights or simulated divided lights with mullions. Garage doors shall be wood, fiberglass, or aluminum and shall be painted or stained.

Exterior Colors: Building wall shall be one color per material used. Paints for masonry applications shall have a flat finish. All exterior wood siding shall be painted or stained. Trim (balcony and porch posts, rails, window trim, rafter tails, etc.) shall be painted to compliment the main color of the building. An accent color, for items such as the front door, balusters, trim, and shutters, may be used.



Fencing: Fencing will be contextually appropriate. Fences may be constructed of natural wood, 3 or 4-rail split, wrought iron, composite materials, or PVC (of simulated wood appearance). Fences made of wood must be of natural color, constructed with the finished side facing out, and properly maintained. The design of the fence installation may include brick, stone, or stucco piers at corners and significant changes in direction. The bottom of installed fences may either step with or be parallel to ground in cases of steep slopes. The bottom of the boards must be 4" from the ground to allow for drainage.



Foundation: Brick or stone water table is required on the front of all residential structures constructed on corner and interior lots when the exposed basement wall masonry is greater than 12 inches in height. The water table requirement may be waived if the water table is not visible from the street when screened by landscaping.

Gutters and Downspouts: Gutters and downspouts must be painted to match the color of the surface to which they are attached or painted the house trim color. Downspouts shall be placed on the corner of houses on the façade least visible from the street and/or integrated as a feature within the façade at non-corner locations.

Mailboxes (SFD): Single family detached homes will have mailboxes that will be uniform block by block and should be located at the curb immediately adjacent to the driveway or lead walk.

Mailboxes: Duplex and Quadruplex shall be standard USPS designed “gang” boxes and installed at locations as mutually agreed upon by the builder and the USPS.

Trim: Exterior architectural trim shall be suitable for a painted finish or prefinished. Stone or cast stone trim details may be used. Metal elements shall be natural colored galvanized steel, anodized or ESP aluminum, marine-grade aluminum, copper, cast iron, or wrought iron. All corner trim shall be a minimum width of 3 inches.



3.2 Unit Types

Single Family Detached Homes



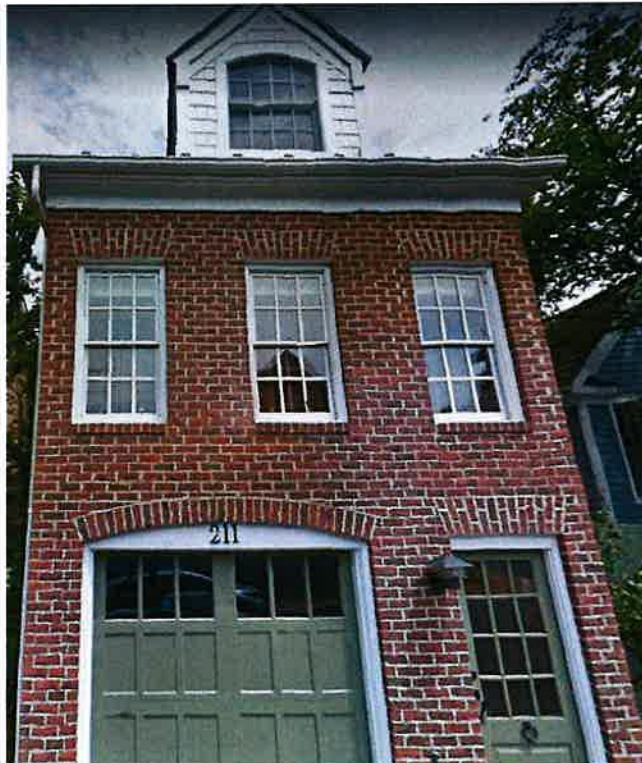
Single Family Attached Duplex Units



Single Family Attached Quadruplex Units



Accessory Dwelling Unit over Garage



4.0 CONCLUSION

The Hogan Kent Greene Design Guidelines are intended to establish protocol as creative framework during the design process. They should be used as guiding principles to implement the vision of Hogan Kent Greene as a cohesive, high-quality, attractive neighborhood community. These Design Guidelines aim to be prescriptive enough to accommodate ideas which may arise during future implementation and flexible enough for creativity and innovation through the project's lifespan.

ZMAP-2019-0019
Hogan Kent Greene Proffer Statement
Page 25

EXHIBIT D

**Landscape Enhancements
Kirkpatrick Farms Community Association, Inc. Common Area**

Illustrative Buffer Plan:
Typical Lots (4 - 11)



Illustrative Buffer Plan:
Lots 1 - 3



Evergreen Tree - White Pine



Evergreen Shrub - Viburnum rhyt



PROPOSED PLANT SPECIES ARE NOT EXCLUSIVE AND MAY INCLUDE OTHER FAST-GROWING EVERGREEN VARIETIES.

LOCATIONS OF PROPOSED PLANTINGS TO BE COORDINATED WITH EXISTING PLANT MATERIAL TO REMAIN. TOTAL PLANTINGS WILL BE APPROXIMATELY 100 TREES AND SHRUBS.



Most Recent Real Estate Tax Assessment

PARID: 206263209000
VAN METRE HOMES AT BRADDOCK LLC

41947 BRADDOCK RD

Owner

Name	VAN METRE HOMES AT BRADDOCK LLC
Care Of	
Mailing Address	9900 MAIN ST STE 500
.	
.	FAIRFAX VA 22031-3907
Instrument Number	202112270125144
Book	
Page	

Parcel

Primary Address	41947 BRADDOCK RD
Tax Map #	105////////16/
State Use Class	Urban Single Family
Total Land Area (Acreage)	18.19
Total Land Area (SQFT)	
Election District	BLUE RIDGE
Billing District	Blue Ridge District
Billing Split Notes 1	
Billing Split Notes 2	
Special Ad Valorem Tax District	None
Special Project District	
Living Units	1
Structure Occupancy	PARENT PARCEL
Garage/PrkgSp Community	NO
Subdivision	
Affordable Dwelling Unit (Y/N)	NO: PROPERTY IS NOT ADU.
Ag District	
Ag District Starting Date	
Ag District End Date	
Deactivation Status	
Solar Exemption?	NO

Legal Description

Legal Description	OLD ROAD
.	105--708 WB
.	201005130027722P

General Information

Loudoun County is providing public record information as a public service in accordance with Virginia Code Title 58.1-3122.2 (1998). The Loudoun County Commissioner of the Revenue provides annual valuations and maintenance of fair market values for equitable assessments on all types of real property.

The property information made available on this site includes ownership and deed information, legal description, sales information, assessment values and house characteristics and can be searched by Parcel ID Number, Address and Tax Map Number. The site is updated weekly. Parcels are linked to the Loudoun County GIS, with map overlays displaying boundary and environmental information such as topography, soils, flood plain and major roads.

Condominium garage units or assigned parking spaces associated with condominiums may have separate parcel identification numbers - and may be assessed separately.

Tax History / Payment

Click on the Parcel ID to view its related document
[206263209000](#)

PARID: 206263209000
 VAN METRE HOMES AT BRADDOCK LLC

41947 BRADDOCK RD

2022 Values

Fair Market Land	\$7,262,600
Fair Market Building	\$0
Prorated Bldg	\$0
Effective Date	
Fair Market Total	\$7,262,600
Land Use Value	\$407,620
Total Taxable Value	\$407,620
*Deferred Land Use Value	\$6,854,980
Tax Exempt Code	TAXABLE
Tax Exempt Land	\$0
Tax Exempt Building	\$0
Tax Exempt Total	\$0
Revitalized Real Estate	
Solar Exemption	

2021 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$5,598,000				\$5,598,000	\$5,282,420	\$315,580
Landbook	\$5,598,000				\$5,598,000	\$5,282,420	\$315,580

2020 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	\$664,800				\$664,800	\$495,980	\$168,820
Notice	\$664,800				\$664,800	\$495,980	\$168,820

2019 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$664,800				\$664,800	\$498,190	\$166,610
Landbook	\$664,800				\$664,800	\$498,190	\$166,610

2018 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$644,800				\$644,800	\$498,270	\$146,530
Landbook	\$644,800				\$644,800	\$498,270	\$146,530

2017 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$644,800				\$644,800	\$499,410	\$145,390
Landbook	\$644,800				\$644,800	\$499,410	\$145,390

2016 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$644,800				\$644,800	\$499,550	\$145,250
Landbook	\$644,800				\$644,800	\$499,550	\$145,250

2015 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	\$644,800				\$644,800	\$499,450	\$145,350
Notice	\$644,800				\$644,800	\$499,450	\$145,350

2014 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$258,000	\$81,210			\$339,210	\$164,220	\$174,990
Landbook	\$258,000	\$81,210			\$339,210	\$164,220	\$174,990

2013 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$258,000	\$79,510			\$337,510	\$165,420	\$172,090
Landbook	\$258,000	\$79,510			\$337,510	\$165,420	\$172,090

2012 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$258,000	\$91,300			\$349,300	\$166,970	\$182,330
Landbook	\$258,000	\$91,300			\$349,300	\$166,970	\$182,330

2011 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$271,500	\$102,000			\$373,500	\$167,320	\$206,180
Landbook	\$271,500	\$102,000			\$373,500	\$167,320	\$206,180

2010 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$247,900	\$111,100			\$359,000	\$143,690	\$215,310
Landbook	\$247,900	\$111,100			\$359,000	\$143,690	\$215,310

2009 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$326,200	\$104,400			\$430,600	\$174,490	\$256,110
Landbook	\$326,200	\$104,400			\$430,600	\$174,490	\$256,110

2008 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$391,500	\$104,400			\$495,900	\$189,360	\$306,540
Landbook	\$391,500	\$104,400			\$495,900	\$189,360	\$306,540

Note

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

Tab F:

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

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

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

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

Additional Optional Certifications

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

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**

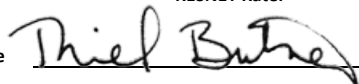
Signed: 

Date:

Printed Name:

RESNET Rater

Resnet Provider Agency
Pando Alliance

Signature 

Provider Contact and Phone/Email

Thiel Butner, 443-364-8047, thiel@pandoalliance.com

Home Energy Rating Certificate

Projected Report

Rating Date: 2022-02-25
 Registry ID:
 Ekotrope ID: AvjZVn4v



HERS® Index Score:

56

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$970

*Relative to an average U.S. home

Home:
 41947 Braddock Rd.
 Aldie, VA 20105

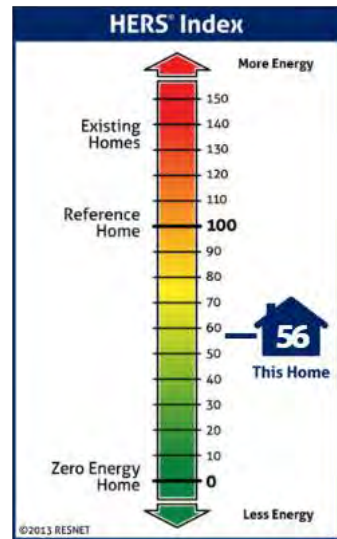
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.9	\$228
Cooling	1.5	\$43
Hot Water	5.8	\$164
Lights/Appliances	12.1	\$342
Service Charges		\$162
Generation (e.g. Solar)	0.0	\$0
Total:	27.3	\$939

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
 ENERGY STAR MF v1.0



Home Feature Summary:

Home Type: Apartment, end unit
 Model: 2A
 Community: Braddock Terrace
 Conditioned Floor Area: 1,219 ft²
 Number of Bedrooms: 2
 Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
 Primary Cooling System: Air Source Heat Pump • Electric • 16 SEER
 Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
 House Tightness: 3.3 ACH50
 Ventilation: 90 CFM • 25 Watts
 Duct Leakage to Outside: 4 CFM25 / 100 ft²
 Above Grade Walls: R-20
 Ceiling: Attic, R-49
 Window Type: U-Value: 0.3, SHGC: 0.4
 Foundation Walls: N/A
 Framed Floor: N/A

Rating Completed by:

Energy Rater: Cindy Castro
 RESNET ID: 4297935

Rating Company: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345

Rating Provider: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345



Cindy Castro

Cindy Castro, Certified Energy Rater
 Digitally signed: 3/8/22 at 9:47 AM



Home Energy Rating Certificate

Projected Report

Rating Date: 2022-02-25
 Registry ID:
 Ekotrope ID: AvjZVn4v



HERS® Index Score:

56

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$970

*Relative to an average U.S. home

Home:
 41947 Braddock Rd.
 Aldie, VA 20105

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.9	\$228
Cooling	1.5	\$43
Hot Water	5.8	\$164
Lights/Appliances	12.1	\$342
Service Charges		\$162
Generation (e.g. Solar)	0.0	\$0
Total:	27.3	\$939

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
 ENERGY STAR MF v1.0

Rating Completed by:

Energy Rater: Cindy Castro
 RESNET ID: 4297935

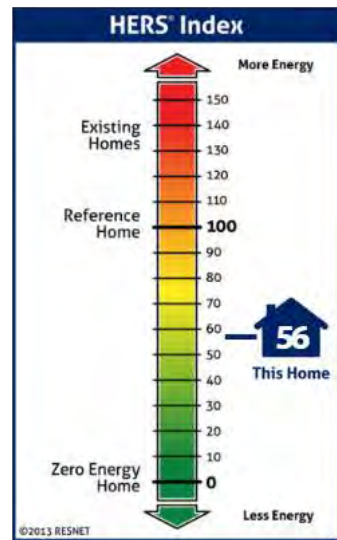
Rating Company: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345

Rating Provider: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345



Cindy Castro

Cindy Castro, Certified Energy Rater
 Digitally signed: 3/8/22 at 9:47 AM



Home Feature Summary:

Home Type: Apartment, end unit
 Model: 2A
 Community: Braddock Terrace
 Conditioned Floor Area: 1,219 ft²
 Number of Bedrooms: 2
 Primary Heating System: Air Source Heat Pump • Electric • 9 HSPF
 Primary Cooling System: Air Source Heat Pump • Electric • 16 SEER
 Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
 House Tightness: 3.3 ACH50
 Ventilation: 90 CFM • 25 Watts
 Duct Leakage to Outside: 4 CFM25 / 100 ft²
 Above Grade Walls: R-20
 Ceiling: Attic, R-49
 Window Type: U-Value: 0.3, SHGC: 0.4
 Foundation Walls: N/A
 Framed Floor: N/A

Home Energy Rating Certificate

Projected Report

Rating Date: 2022-02-25
 Registry ID:
 Ekotrope ID: 3LM9paJL



HERS® Index Score:

53

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,331

*Relative to an average U.S. home

Home:
 41947 Braddock Rd.
 Aldie, VA 20105

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	11.1	\$319
Cooling	2.0	\$55
Hot Water	6.6	\$187
Lights/Appliances	15.0	\$425
Service Charges		\$162
Generation (e.g. Solar)	0.0	\$0
Total:	34.6	\$1,148

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
 ENERGY STAR MF v1.0

Rating Completed by:

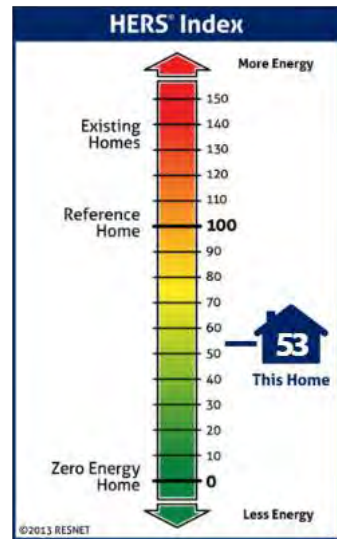
Energy Rater: Cindy Castro
 RESNET ID: 4297935

Rating Company: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345

Rating Provider: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345

Cindy Castro

Cindy Castro, Certified Energy Rater
 Digitally signed: 3/8/22 at 9:47 AM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3A
Community:	Braddock Terrace
Conditioned Floor Area:	1,745 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	3.3 ACH50
Ventilation:	90 CFM • 25 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-30

Home Energy Rating Certificate

Projected Report

Rating Date: 2022-02-25
 Registry ID:
 Ekotrope ID: 7d16rR6v



HERS® Index Score:

55

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,268

*Relative to an average U.S. home

Home:
 41947 Braddock Rd.
 Aldie, VA 20105

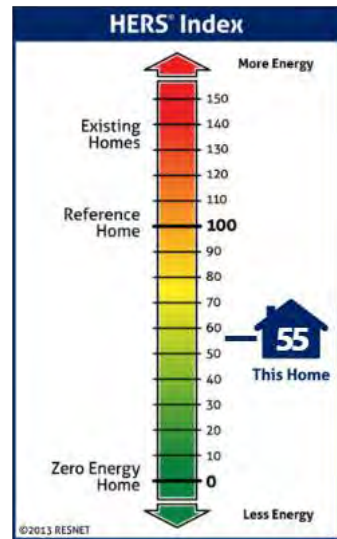
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	10.5	\$302
Cooling	2.1	\$58
Hot Water	6.7	\$191
Lights/Appliances	15.0	\$424
Service Charges		\$162
Generation (e.g. Solar)	0.0	\$0
Total:	34.3	\$1,137

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
 ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3C
Community:	Braddock Terrace
Conditioned Floor Area:	1,738 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	3.3 ACH50
Ventilation:	90 CFM • 25 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-30

Rating Completed by:

Energy Rater: Cindy Castro
 RESNET ID: 4297935

Rating Company: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345

Rating Provider: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345



Cindy Castro

Cindy Castro, Certified Energy Rater
 Digitally signed: 3/8/22 at 9:47 AM



Ekotrope RATER - Version:4.0.1.2849

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report

Rating Date: 2022-02-25
 Registry ID:
 Ekotrope ID: kLZ9MK02



HERS® Index Score:

54

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,342

*Relative to an average U.S. home

Home:
 41947 Braddock Rd.
 Aldie, VA 20105

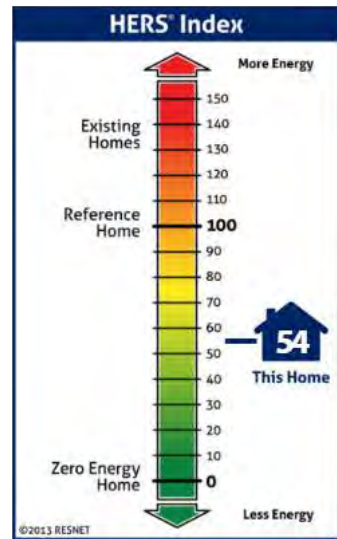
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	11.6	\$333
Cooling	1.8	\$49
Hot Water	6.7	\$191
Lights/Appliances	15.8	\$447
Service Charges		\$162
Generation (e.g. Solar)	0.0	\$0
Total:	35.8	\$1,182

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
 ENERGY STAR MF v1.0



Home Feature Summary:

Home Type: Apartment, end unit
 Model: 3U UFAS
 Community: Braddock Terrace
 Conditioned Floor Area: 1,737 ft²
 Number of Bedrooms: 3
 Primary Heating System: Air Source Heat Pump • Electric • 9.5 HSPF
 Primary Cooling System: Air Source Heat Pump • Electric • 16 SEER
 Primary Water Heating: Residential Water Heater • Electric • 0.93 Energy Factor
 House Tightness: 3.3 ACH50
 Ventilation: 90 CFM • 25 Watts
 Duct Leakage to Outside: 4 CFM25 / 100 ft²
 Above Grade Walls: R-20
 Ceiling: Attic, R-49
 Window Type: U-Value: 0.3, SHGC: 0.4
 Foundation Walls: N/A
 Framed Floor: N/A

Rating Completed by:

Energy Rater: Cindy Castro
 RESNET ID: 4297935

Rating Company: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345

Rating Provider: Pando Alliance
 3525-K Ellicott Mills Drive, Ellicott City, MD 21043
 703-517-4345



Cindy Castro

Cindy Castro, Certified Energy Rater
 Digitally signed: 3/8/22 at 9:47 AM



Ekotrope RATER - Version:4.0.1.2849

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

DATE: 2/24/22

Virginia Housing

TO:

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

RE:

ZONING CERTIFICATION

Braddock Terrace

Name of Development:

Braddock Terrace VA LLC

Name of Owner/Applicant:

Van Metre Homes at Braddock, LLC

Name of Seller/Current Owner:

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

DEVELOPMENT DESCRIPTION:

Development Address:

41947 Braddock Road
Aldie, VA 20105

Legal Description:

Parcel #206263209
See attached for Legal Description

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>20</u>	# Units	<u>5</u>	# Buildings	<u>34,610</u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u> </u>	# Units	<u> </u>	# Buildings	<u> </u>	Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: R-B allowing a density of
9.6 DU/AC MAX. units per acre, and the following other applicable conditions: _____

Other Descriptive Information:

Plan pursuant to ZMAP-2019-0019, SPEX-2020-0019, ZCOR-2021-0165, CPAP-2021-0013, BLAD-2021-0028 and CPAP-2021-0017

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

Sebastian Sandoval

Printed Name

Senior Associate

Title of Local Official or Civil Engineer

703-361-1550 ext 401

Phone:

2/24/2022

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.

2022



Tab H:

Attorney's Opinion (MANDATORY)

THE PRYZWANSKY LAW FIRM, P.A.

1130 SITUS COURT, SUITE 244
RALEIGH, NC 27606
919.828.8668 PHONE

DAVID T. PRYZWANSKY
DAVID@PRYZLAW.COM

March 9, 2022

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

RE: 2022 Tax Credit Reservation Request

Name of Development: Braddock Terrace
Name of Owner: Braddock Terrace 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 9, 2022 (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.

The Pryzwansky Law Firm, P.A.

By: 
David T. Pryzwansky, Attorney

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)



Non-profit Questionnaire

Part II, 13VAC10-180-60, of the Qualified Allocation Plan (the "Plan") of the Virginia Housing (the "Authority" formerly VHDA) 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: Braddock Terrace
- Name of owner/applicant: Braddock Terrace VA LLC
- Name of non-profit entity: Southeastern Housing Preservation, Inc.
- Address of principal place of business of non-profit entity:
1515 Mockingbird Lane, Suite 1010 Charlotte, NC 28209
- Tax exempt status: 501(c)(3) 501(c)(4) 501(a)
- Date of legal formation of non-profit (must be prior to application deadline); 1/21/1994
evidenced by the following documentation: Articles of Incorporation
- Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
3/16/1994
- Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
The purpose of the corporation is to seek to provide relief to the poor and distressed and may acquire by purchase or otherwise, own, lease, maintain, manage, transfer, or otherwise deal with housing for low and/or moderate income families or persons.
Articles of Incorporation, Article V
- 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.)?
0 How many part time, paid staff members? 0
- Describe the duties of all staff members:
There are no paid staff members

Non-profit Questionnaire, cont'd

- Does the non-profit share staff with any other entity besides a related non-profit described above?

Yes No If yes, explain in detail: _____

- What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development

SHPI owns partnership interests in affordable housing assets which provide cash flow to the non-profit.

- List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:

See attached Board Listing

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 non profit was formed to help provide support for the development and ownership of affordable housing.

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

Yes No If yes, explain in detail:

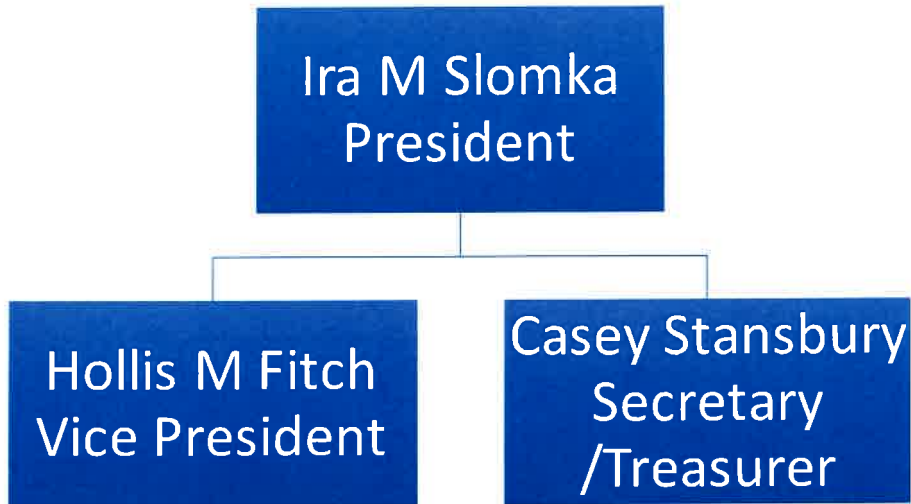
- Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the non-profit?

Yes No If yes, explain:

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

Yes No If yes, explain:

SOUTHEASTERN HOUSING PRESERVATION INC.



BOARD:

Ira M Slomka – Chair (6 years)
COO of Fitch Irick Corporation
1636 Windy Ridge Rd
Charlotte, NC 28270

Hollis M Fitch (6 years)
CEO of Fitch irick Corporation
1210 Dilworth Road
Charlotte, NC 28203

Casey Stansbury (6 years)
CFO of Fitch Irick Corporation
5004 Surrey Drive
Syracuse, NY 13215

Ginger Kimbrell (1 year)
Retired
6420 Lowder Road
Salisbury, NC 28147

Jason MacArthur (1 year)
Developer
1106 Yale Place
Charlotte, NC 28209

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. SHPI has over 25 years of experience serving in the affordable housing industry.

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:

The nonprofit will own at least 10% interest of the ownership entity and will hold the ROFR

- (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:

- 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:

SHPI will have the first right of refusal

- (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):

SHPI will have the first right of refusal

- (iii) Will the non-profit invest in its overall interaction with the development more than 500 hours annually to this venture? Yes No If yes, subdivide the annual hours by activity and staff responsible and explain in detail:
-
-

- If this is a joint venture, (i.e. the non-profit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

SHPI's participation is limited to the Right of First Refusal

- 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.

Fitch Irick Corporation is the Managing Member and the developer of the project.

- 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.

Fitch Irick Corporation will pay SHPI \$20,000 for consulting services.

Non-profit Questionnaire, cont'd

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

- Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?
 Yes No If yes, explain:

- Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity?
 Yes No If yes, explain:

Hollis Fitch, Ira Slomka, and Casey Stansbury are owners of Fitch Irick Corporation and are also on the board of directors of SHPI. All three will participate in the development and/or operation of the project. Also, Fitch Irick Corporation owns GEM Management who will be the property manager of the project.

- 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:

Ira Slomka, Hollis Fitch, and Casey Standbury are board members of Southeastern Housing Preservation Inc and are also owners, officers, and employees of Fitch Irick Corporation which will own the development. Fitch Irick Corporation also owns GEM Management which will be the manager of the property.

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:
Low and moderate income individuals and families in the Southeastern United States

- Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?
 Yes No If yes, or no, explain nature, extent and duration of any service:

- Does the non-profit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the non-profit on design, location of sites, development and management of affordable housing? Yes No If yes, explain:

- Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?
 Yes No

- Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
 Yes No If yes, explain:

- Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? Yes No If yes, describe the general discussion points:

- Are at least 33% of the members of the board of directors representatives of the community being served? Yes No If yes,
 - (i) low-income residents of the community? Yes No
 - (ii) elected representatives of low-income neighborhood organizations? Yes No

Non-profit Questionnaire, cont'd

- Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)? Yes No
- Does the board of directors hold regular meetings which are well attended and accessible to the target community? Yes No If yes, explain the meeting schedule:

- Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? Yes No
- Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? Yes No If yes, explain in detail:

- Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area? Yes No If yes, explain:

- Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? Yes No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).
East Gate Village II, Orange County, VA 2020, 10% owner and ROFR, Surber Development and Consulting LLC was Managing Member and developer of this project, Peacock Holland Construction is the GC, GEM will be the management entity, the application was funded and construction is underway. Multiple other awarded projects listing in t SHPI Schedule A in Tab D of this application.

- Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? Yes No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

- To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? Yes No

- Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources? Yes No If yes, explain the need identified:

Non-profit Questionnaire, cont'd

5. Attachments

Documentation of any of the above need not be submitted unless requested by VHDA

The undersigned Owner and non-profit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for non-profit participation contained in the Plan or Section 42 of the Internal Revenue Code.

3/9/22

Date

Braddock Terrace VA LLC

Owner/Applicant

By: 

Its: Managing Member

Title

Southeastern Housing Preservation

Non-profit

3/9/22

Date

By: 

Board Chairman

By: 

Executive Director

94 018 9047

0-0337041

FILED

9:00 AM

ARTICLES OF INCORPORATION
OF
SOUTHEASTERN HOUSING PRESERVATION, INC.
Non-Profit Corporation

JAN 21 1994

EFFECTIVE

RUFUS L. EDMISTEN
SECRETARY OF STATE
NORTH CAROLINA

THE UNDERSIGNED, a natural person of the age of eighteen years or more, acting as incorporator for the purpose of creating a non-profit corporation under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act", and the several amendments thereto, does hereby set forth the following Articles of Incorporation:

ARTICLE I

Name of the Corporation

The name of the Corporation is SOUTHEASTERN HOUSING PRESERVATION, INC.

ARTICLE II

Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III

Registered Office and Agent

The location of the principal and registered office of the Corporation shall be at 1809 C Cross Beam Drive in the City of Charlotte, County of Mecklenberg, State of North Carolina. The name of the initial registered agent of the Corporation is Gary D. Ellis.

ARTICLE IV

Nature of Corporation

The Corporation is a non-profit, charitable corporation, and has no members and no capital stock.

ARTICLE V

Objects and Purposes

The Corporation is organized and will be operated exclusively for charitable purposes as contemplated under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Laws). Among its activities the Corporation will seek to provide relief to the poor and distressed and may acquire, by purchase or otherwise, own, lease, maintain, manage, transfer or otherwise deal with housing for low and/or moderate income families or persons.

ARTICLE VI

Powers

In order to carry out the objects and purposes herein set forth, the Corporation shall have full powers:

- A. To acquire property (real, personal or mixed) by gift, bequest, devise, endowment, lease, purchase, or otherwise; to own, hold, manage, sell, convey, transfer, lease, mortgage, exchange, and dispose of such property; to encumber such property when deemed necessary or desirable; to use such property, or the proceeds or income therefrom, for the objects and purposes of the Corporation as set forth in Article V;
- B. To lease property as lessee or lessor; to build, erect, construct, and equip buildings and other improvements upon the land of the Corporation or upon the lands of others; to purchase or lease equipment;
- C. To invest in, acquire, hold, pledge, resell, exchange, transfer, or otherwise dispose of securities of any nature and to exercise all the rights, powers and privileges of ownership thereof, including the right to vote thereon for any and all purposes;

- D. To be named as and to become the beneficiary of insurance policies and annuities;
- E. To borrow money and secure the same, or to lend money with or without security therefor and on such terms as the Board of Directors may determine;
- F. To enter into, make, and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, corporation, town, city, county, district, state, territory or government;
- G. To make donations to organizations: (i) which are organized and operated exclusively for religious, charitable, scientific, literary or educational purposes, (ii) which are exempt under the provisions of Internal Revenue Code Section 501(c)(3), and (iii) contributions to which are deductible under Internal Revenue Code Sections 170(b)(1)(A), 170(c), 2522(a), and 2055(a);
- H. To exercise any and all powers which may be conferred upon non-profit corporations under the North Carolina Non-Profit Corporation Act including, but not limited to, those specified in North Carolina General Statutes Section 55A-15 and which may be deemed necessary or expedient for the achievement of the objects and the purposes of the Corporation as set forth in Article V;
- I. To take any and all actions necessary and appropriate to qualify the Corporation as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated pursuant thereof.

ARTICLE VII

Board of Directors

The management of the Corporation and its properties and affairs shall be vested in a Board of Directors. Said Board, in addition to its other

powers and authority contained in the By-Laws and as otherwise conferred upon it by law, shall have full power and authority from time to time to sell, expend, or otherwise dispose of any and all property of the Corporation in furtherance of any of the objects and purposes for which the Corporation is formed.

The number of members constituting the initial Board of Directors shall be three (3) and shall be composed of the following persons:

<u>Name</u>	<u>Address</u>
Timothy L. Gunderman	4033 Quailview Road Charlotte, NC 28226
Gary D. Ellis	6756 Benning Wood Drive Charlotte, NC 28270
Melvin B. Melton	53 Love Valley Court Chapin, SC 29036

Subsequent Board of Directors, the number of directors, their terms of office, and the method of their selection shall be provided for and determined by the By-Laws of the Corporation.

The initial Board of Directors shall serve until the first meeting of the Directors of the Corporation and/or until their successors are duly elected and qualified.

ARTICLE VIII

Indemnification of Directors, Officers and Employees

To the fullest extent allowed by law, the Corporation shall indemnify the members of the Board of Directors, its officers, and employees against any and all expense, including attorney's fees and liability expense, sustained by them, or any of them, in connection with any suit or suits which may be brought against said members of the Board of Directors, officers or employees, involving or pertaining to any of their official acts or duties (whether it be alleged that same are ultra vires or otherwise) in which suit or suits no personal liability is finally established against them incident to any act of malfeasance; and this provision shall not be deemed to prevent compromise of

any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense of any such litigation.

ARTICLE IX

Activities Not Permitted by the Corporation

The Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property or net earnings of the Corporation shall inure or be payable to or for the benefit of any individual except as reasonable compensation for services actually rendered by such individual or as payments and distributions in furtherance of the purposes set forth in Article V hereof. It is intended that the Corporation will qualify at all times as an organization exempt from Federal Income Tax under Sections 501(a) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States Internal Revenue Laws (referred to in these Articles of Incorporation as the "Code"), and that it will qualify at all times as an organization to which deductible contributions may be made pursuant to Sections 170, 642, 2055, and 2522 of the Code; therefore, notwithstanding any other provision in these articles, the Corporation shall never be authorized to engage in any activity except in furtherance of the purposes for which the Corporation is organized, and the Corporation shall not carry on any activities not permitted to be carried on (i) by a corporation exempt from Federal income tax under Sections 501(a) and 501(c)(3) of the Code, (ii) by a corporation, contributions to which are deductible under Sections 170, 642, 2055, and 2522 of the Code, and (iii) by a non-profit corporation created under Chapter 55A of the General Statutes of North Carolina. The Corporation shall never directly or indirectly participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidates for public office. No substantial part of the activities of the Corporation shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Code, except as otherwise provided in Section 501(h) of the Code, and its expenditures to

influence legislation shall not exceed the permissible limits of Sections 501(h) and 4911 of the Code, to the extent applicable, and shall not be of the type or magnitude which would subject the Corporation to tax under Section 4911 of the Code. To the extent that Section 4942 of the Code is applicable to the Corporation, the directors shall cause the Corporation to distribute amounts for each taxable year at such time and in such manner as not to become subject to the tax imposed by such section. Notwithstanding any other provisions of these Articles of Incorporation, to the extent that the following provisions of the Code are applicable, the Corporation and its directors and officers shall not engage in any act or self-dealing as defined in Section 4941(d) of the Code, shall not retain any excess business holdings as defined in Section 4943(c) of the Code, shall not make any investments in such manner as to subject the Corporation to tax under Section 4944 of the Code, and shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE X

Nondiscrimination

The Corporation shall not discriminate against any person on the basis of race, color, sex or national or ethnic origin.

ARTICLE XI

Disposition of Assets on Dissolution

In the event of dissolution of the Corporation, any net assets remaining after the satisfaction of its liabilities shall be transferred and delivered to one or more qualifying charitable organizations (as hereinafter defined) as shall be selected by the Board of Directors of the Corporation. For the purposes of these Articles, the term "qualifying charitable organization" shall mean an organization or organizations which are organized and operated exclusively for religious, charitable, scientific, literary or educational purposes as shall at that time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as

amended, and which shall also be then described in each of Sections 170(b)(1)(A), 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1986, as amended, and which shall also be then described in Section 509(a)(1), Section 509(a)(2) or Section 509(a)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Laws). Any net assets not disposed of as above provided shall be distributed in accordance with the order of the Superior Court of the County in which the principal office of the Corporation is located, exclusively for religious, charitable, scientific, literary or educational purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XII

No Liability

No officer or member of the Board of Directors shall be personally liable in any manner whatsoever for debts of the Corporation, nor shall the individual property of any such officer or director be subject to payment of the Corporation's debts.

ARTICLE XIII

Amendment

These Articles of Incorporation may be amended at any time in the manner provided in the North Carolina Non-Profit Corporation Act (or the corresponding provisions of any future North Carolina non-profit corporation law); provided, however, that no amendment may be made which would cause the organization no longer to be described as a qualifying charitable organization.

ARTICLE XIV

Incorporator

The name and address of the incorporator is:

Name

Address

David D. Dahl

Manning, Fulton & Skinner, P.A.
3605 Glenwood Avenue
UCB Plaza
P. O. Box 20389
Raleigh, NC 27619-0389

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation, this the 14th day of January, 1994.

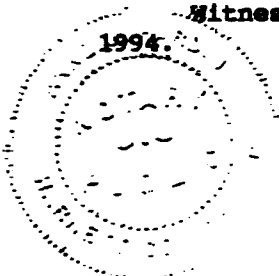
David D. Dahl (SEAL)
DAVID D. DAHL

NORTH CAROLINA :

WAKE COUNTY :

I, Anne J. Hardin, Notary Public, certify that DAVID D. DAHL, personally came before me this day and acknowledged that he is the Incorporator of the SOUTHEASTERN HOUSING PRESERVATION, INC., and personally signed the foregoing instrument in my presence.

Witness my hand and official seal, this 14th day of January, 1994.



Anne J. Hardin
Notary Public
My Commission expires: 6-22-96

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 10 1999**

SOUTHEASTERN HOUSING PRESERVATION
INC
2021 CROSS BEAM DR
CHARLOTTE, NC 28217-2856

Employer Identification Number:
56-1856590
DLN:
17053226719039
Contact Person:
THOMAS E O'BRIEN ID# 31187
Contact Telephone Number:
(877) 829-5500
Addendum Applies:
No

Dear Applicant:

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in 501(c)(3) is still in effect.

This classification is based on the assumption that your operations will continue as you have stated. If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status.

This supersedes our letter dated May 10, 1999.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private

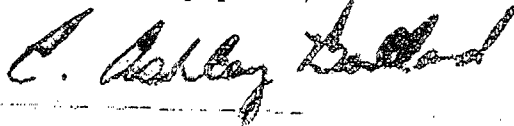
Letter 1078 (DO/CG)

SOUTHEASTERN HOUSING PRESERVATION

foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "C. Ashley". The signature is written in a cursive style with a large initial "C" and a long, sweeping tail.

District Director

Letter 1078 (DO/CG)

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

Unit by Unit Delivery Schedule (Rehab only)

Tab K:

Documentation of Development Location:

This deal does not require
information behind this tab.

Tab K.1

Revitalization Area Certification

General Instructions

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

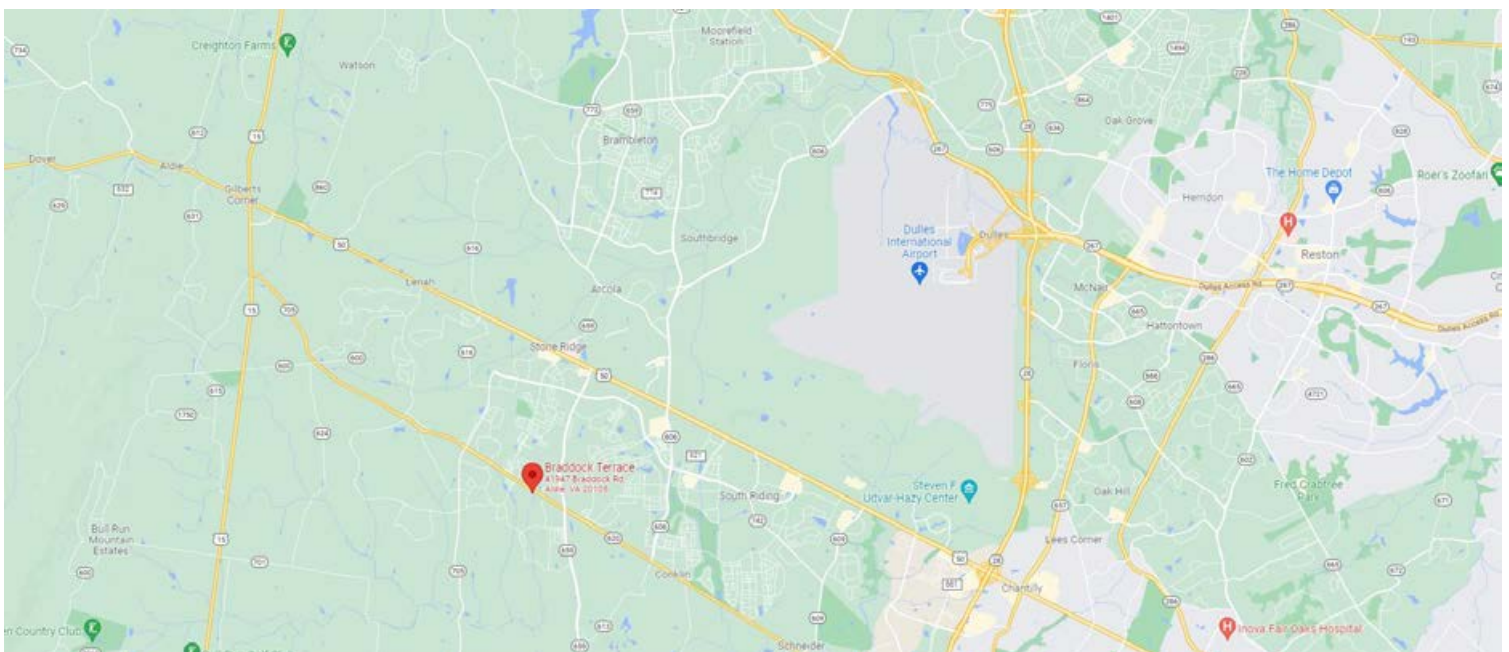
Designation

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

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

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

The location of the planned development is shown on the below map as a dropped pin. The site is south of the city of Leesburg and southwest of Dulles International Airport. As indicated in the attached Resolution and Exhibit A, the site is located within the boundaries of the Revitalization Area.



**BOARD OF SUPERVISORS
BUSINESS MEETING
ACTION ITEM**

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

ELECTION DISTRICT(S): Countywide

CRITICAL ACTION DATE: March 16, 2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT MOTIONS:

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

OR

2. I move an alternate motion.

ATTACHMENT(S):

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



Loudoun County, Virginia

www.loudoun.gov

Office of the County Administrator

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

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

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

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

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

Seconded by Supervisor Volpe.

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

A COPY TESTE:


DEPUTY CLERK TO THE LOUDOUN COUNTY
BOARD OF SUPERVISORS

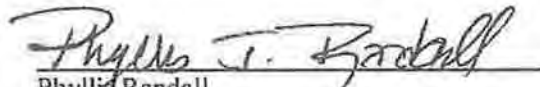
**RESOLUTION
DESIGNATING A PORTION OF LOUDOUN COUNTY, VIRGINIA
A REVITALIZATION AREA**

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

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

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

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


Phyllis Randall,
Chairman, Board of Supervisors

ATTEST: 

Tim Hemstreet
Clerk to the Board

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

PROPOSED REVITALIZATION AREA LOUDOUN COUNTY



LEGEND

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

Policy Areas

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

Exhibit A



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

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

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

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

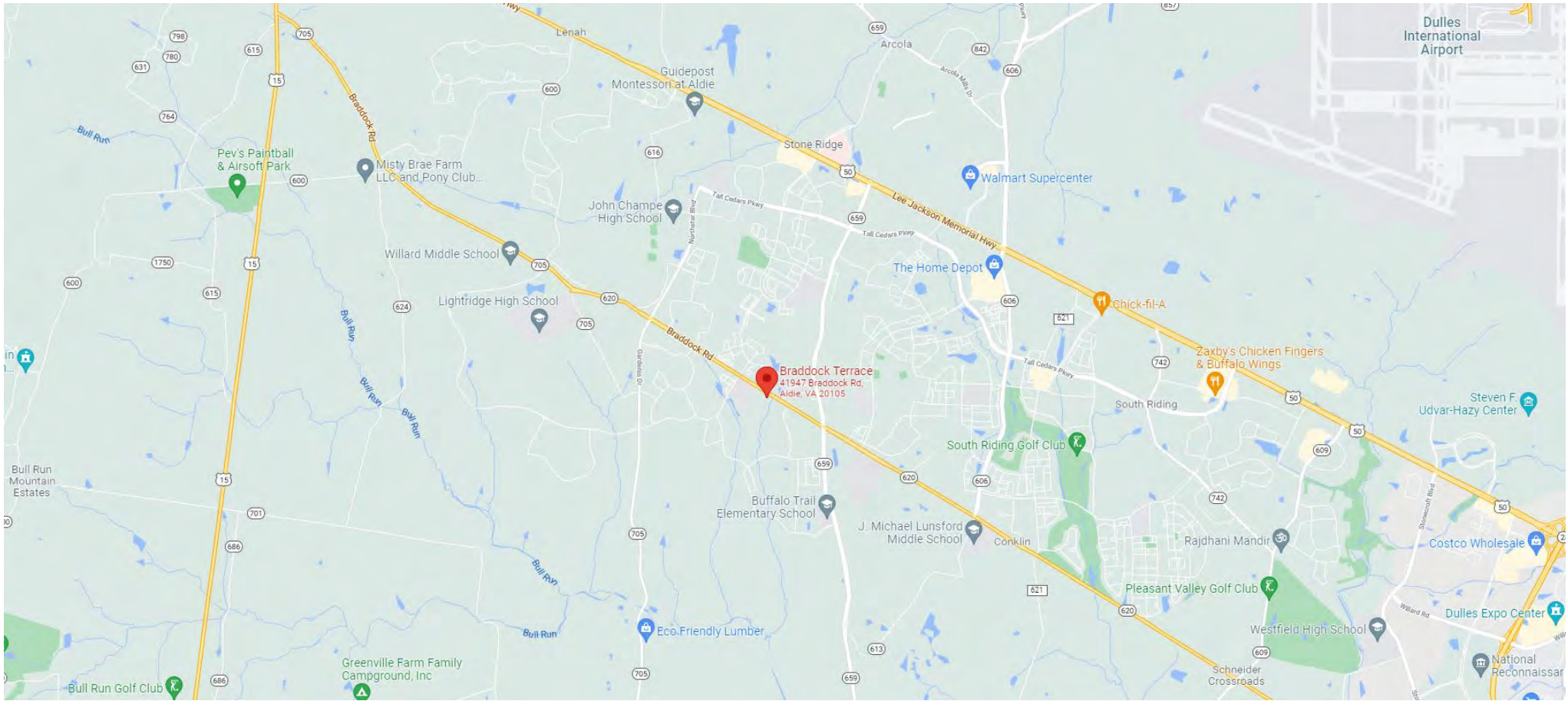
C. In any economically mixed project financed under this section, the percentage of units occupied or held available for occupancy by persons and families who are not of low and moderate income, as determined as of the date of their initial occupancy of such units, shall not exceed 80 percent.

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

Attachment 2

Tab K.2

Location Map



Braddock Terrace
41947 Braddock Rd,
Aldie, VA 20105

Dulles
International
Airport

Walmart Supercenter

The Home Depot

Chick-fil-A

Zaxby's Chicken Fingers
& Buffalo Wings

Steven F.
Udvar-Hazy Center

Costco Wholesale

Dulles Expo Center

National Reconnaissance

Guidepost
Montessori at Aldie

John Champe
High School

Willard Middle School

Lightridge High School

Buffalo Trail
Elementary School

J. Michael Lunsford
Middle School

Pleasant Valley Golf Club

Westfield High School

Greenville Farm Family
Campground, Inc

Eco-Friendly Lumber

Pev's Paintball
& Airsoft Park

Misty Brae Farm
LLC and Pony Club...

Bull Run Golf Club

Bull Run
Mountain
Estates

Tab K.3

Surveyor's Certification of Proximity To Public
Transportation

This deal does not require
information behind this tab.

Tab L:

PHA / Section 8 Notification Letter

PHA or Section 8 Notification Letter

DATE: 03/03/2022

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

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Braddock Terrace
Name of Owner: Braddock Terrace 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 the Virginia Housing Development Authority (VHDA). 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 2/1/2024 (date).

The following is a brief description of the proposed development:

Development Address:

41947 Braddock Road
Aldie, VA 20105

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>20</u>	# units	<u>5</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# units	<u> </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u> </u>	# units	<u> </u>	# Bldgs

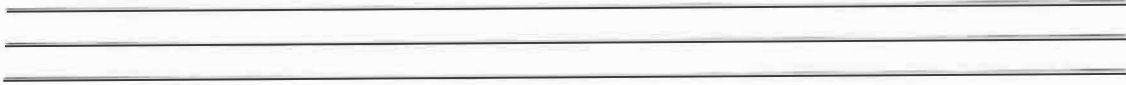
Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ <u> </u>	/ month
<input type="checkbox"/> 1 Bedroom Units:	\$ <u> </u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>725-1550</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>800-1775</u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u> </u>	/ month

Other Descriptive Information:

The development will consist of 124 for purchase market-rate homes with a variety of layouts. The development will also include our proposed 20-units that will be available for income-qualified residents for rent that will be indistinguishable from market-rate units within the community with similar exteriors.

PHA or Section 8 Notification Letter

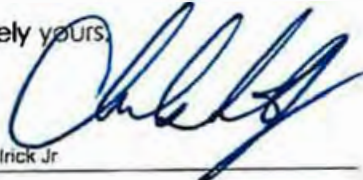


We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (984) 335-2032.

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

Sincerely yours,



 Charles Irick Jr
 Name

 Manager
 Title

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

Seen and Acknowledged By: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

7019 1120 0000 7938 2110

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>																			
For delivery information, visit our website at www.usps.com ™.																			
Leesburg VA 20176																			
OFFICIAL USE																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Certified Mail Fee</td> <td style="text-align: right; padding: 2px;">\$3.75</td> </tr> <tr> <td style="padding: 2px;">Extra Services & Fees (check box, add fee as appropriate)</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Return Receipt (hardcopy)</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Return Receipt (electronic)</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Adult Signature Required</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;"><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="padding: 2px;">Postage</td> <td style="text-align: right; padding: 2px;">\$0.58</td> </tr> <tr> <td style="padding: 2px;">Total Postage and Fees</td> <td style="text-align: right; padding: 2px;">\$4.33</td> </tr> </table>	Certified Mail Fee	\$3.75	Extra Services & Fees (check box, add fee as appropriate)	\$0.00	<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	<input type="checkbox"/> Return Receipt (electronic)	\$0.00	<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	<input type="checkbox"/> Adult Signature Required	\$0.00	<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	Postage	\$0.58	Total Postage and Fees	\$4.33	<p style="font-size: x-large; font-weight: bold;">0033 04</p> <p>Postmark Here</p> <p style="font-size: x-large; font-weight: bold;">03/03/2022</p>
Certified Mail Fee	\$3.75																		
Extra Services & Fees (check box, add fee as appropriate)	\$0.00																		
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00																		
<input type="checkbox"/> Adult Signature Required	\$0.00																		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00																		
Postage	\$0.58																		
Total Postage and Fees	\$4.33																		
Sent To Ms. Janelle Beverly, Loudon City Street and Apt. No., or PO Box No. 102 Heritage Way NE Suite 103 City, State, ZIP+4® P.O. Box 7400 Leesburg, VA 20177																			
PS Form 3800, April 2015 PSN 7530-02-000-904 See Reverse for Instructions																			

Tab M:

Locality CEO Response Letter

This deal does not require
information behind this tab.

Tab N:

Homeownership Plan

This deal does not require
information behind this tab.

Tab O:

Plan of Development Certification Letter

Tab P:

Developer Experience documentation and Partnership agreements

VHDA Experienced LIHTC Developers

Notes:

Updated: 3/4/2021

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

I Listed if documentation supported at least 6 LIHTC developments

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

See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

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

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

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

Tab Q:

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

Tab R:

Documentation of Operating Budget and Utility Allowances

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

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

Locality: Loudoun County	Unit Type: Duplex/Townhouse	Date: 1/1/2021
------------------------------------	---------------------------------------	--------------------------

Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	29	36	42	49	58	65
	b. LPG/Propane	50	70	90	110	146	160
	c. Oil	41	57	74	90	115	131
	d. Electric	18	25	32	38	47	53
Cooking	a. Natural Gas	3	5	6	8	10	11
	b. LPG/Propane	11	16	20	25	31	36
	c. Electric	4	6	7	9	11	13
Other Electric/Lighting	24	28	32	36	41	45	
Air Conditioning	4	6	8	10	12	14	
Water Heating	a. Natural Gas	7	10	13	16	21	24
	b. LPG/Propane	24	33	43	53	67	76
	c. Oil	19	27	34	42	53	61
	d. Electric	10	14	18	23	29	33
Water	a. County	17	20	25	32	39	47
	for Towns of:						
	b. Leesburg	24	30	42	60	78	96
	c. Purcellville/Middleburg/Hamilton	29	40	61	93	125	157
d. Lovettsville/Round Hill	16	24	40	65	89	113	
Sewer	a. County	22	27	36	51	65	79
	for Towns of:						
	b. Leesburg	21	27	40	58	77	96
	c. Purcellville/Middleburg/Hamilton	36	50	78	121	163	205
d. Lovettsville/Round Hill	26	38	64	102	141	179	
Trash Collection	37	37	37	37	37	37	
Range/Microwave	7	7	7	7	7	7	
Refrigerator	7	7	7	7	7	7	
Other--Specify							

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

Name of Family

Address of Unit

Number of Bedrooms

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

Tab S:

Supportive Housing Certification

This deal does not require
information behind this tab.

Tab T:

Funding Documentation

AGREEMENT OF DONATION

THIS AGREEMENT OF DONATION (“**Agreement**”) is made and entered into as of the 9th day of March 2022 (hereinafter the “**Effective Date**” as determined in Section 15 below) by and between **VAN METRE HOMES AT BRADDOCK, L.L.C.**, a Virginia limited liability company (“**Donor**”), and **BRADDOCK TERRACE VA LLC**, a Virginia limited liability company (“**Donee**”).

WITNESSETH:

R.1. Donor is the developer of real property known as “Braddock Terrace” in Loudoun County, Virginia (“**Braddock Terrace**”). Braddock Terrace includes the twenty (20) lots known as Lots 101 through 116 and 129 through 132, as shown on the draft drawing entitled “Record Plat, Phase 1, Hogan Kent Greene, Blue Ridge Election District, Loudoun County, Virginia” dated October 10, 2021, attached hereto as Exhibit “A”, together with all rights, privileges, easements and appurtenances thereto (collectively, the “**Property**”).

R.2. The Property is intended to be developed as an affordable rental community consisting of a minimum of twenty (20) Affordable Housing Units (as defined below) subject to and in accordance with this Agreement. The Property is generally shown on Exhibit “A”, but remains subject to adjustment during the review of the record plat attached hereto as Exhibit “A” as finally approved by all applicable governmental authorities and recorded among the Land Records of Loudoun County, Virginia prior to Closing (the “**Record Plat**”).

R.3. Donor desires to gift and donate the Property to Donee and Donee desires to receive and accept the Property from Donor upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the recitals set forth above and incorporated herein by this reference, other good and valuable consideration and the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Donor and Donee hereby agree as follows:

1. Gift and Donation. Subject to the terms and conditions of this Agreement, Donee agrees to receive and accept, and Donor agrees to gift and donate the Property to Donee, at Closing (hereinafter defined).

2. Intentionally Deleted.

3. Value.

(a) Based on an acreage of 1.29 acres, the donated land value of the Property is Five Hundred Fifteen Thousand Forty-Nine and No/100 Dollars (\$515,049.00) (the “**Value**”). The Property is zoned to permit a minimum of twenty (20) Affordable Housing Units constructed within single family attached quadruplex residential dwellings, which units are to be rented to tenants meeting the income thresholds for Affordable Housing Units provided in lieu of Affordable Dwelling Units (ADUs), as defined in the zoning ordinance of Loudoun County, Virginia (the “**County**”) (the “**Required Use**”).

Donee acknowledges and agrees that, without the prior written consent of Donor, in Donor's sole and absolute discretion, the Property may only be built, developed, operated and used for the Required Use. An "**Affordable Housing Unit**" is defined as a dwelling unit for rent or sale developed pursuant to a Virginia Housing Development Authority (VHDA) Low Income Housing Tax Credit (LIHTC) program or a U.S. Department of Housing and Urban Development (HUD) 221(d)(4) program that meets the definition of Affordable Housing included in the HUD Multifamily Accelerated Processing (MAP) Guide, revised January 29, 2016, as amended, from the Office of the Assistant Secretary for Housing – FHA Commissioner and pursuant to Section 7-102(F) and Section 7-109 of the Loudoun County zoning ordinance. These provisions shall survive Closing and delivery of the Deed (as such terms are defined below) hereunder.

(b) The Property is subject to the following proffers (the "**Proffers**") attached hereto as **Exhibit "B"**: Proffer Statement, Hogan Kent Greene ZMAP-2019-0019, revised as of December 10, 2020. Donee shall be responsible for performing all on-lot proffered conditions associated with the Proffers, conformance with the design guidelines referenced in the Proffers including all proffers that relate to vertical construction on the Property, and payment to the County or Donor, if prepaid, of all monetary proffers associated with construction and occupancy of each unit. These provisions shall survive Closing and delivery of the Deed hereunder.

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

4. Closing.

(a) Subject to satisfaction of the conditions set forth in Section 8, Closing of the transaction contemplated herein with respect to the Property (the "**Closing**") shall occur on a date specified by Donee (the date of Closing shall be referred to herein as the "**Closing Date**"). In no event, however, shall the Closing Date be later than **December 31, 2022** (the "**Outside Closing Date**"). Closing shall occur on the Closing Date via escrow with Walker Title, LLC (the "**Escrow Agent**"), as described in Section 3(c).

(b) At Closing, Donor shall deliver to Escrow Agent for the benefit of Donee: (i) an affidavit that Donor is not a "foreign person" and containing such information as shall be required by Section 1445(b)(2) of the Code and the regulations issued thereunder; (ii) a customary owner's affidavit reasonably acceptable to Donor and Donee's title insurance company; (iii) a settlement statement; and (iv) such other documents and instruments, if any, required by the terms of this Agreement. Donor shall also deliver to

Escrow Agent a special warranty deed (the “**Deed**”) conveying the Property to Donee, incorporating those provisions, if any, that are contemplated to be included in the Deed hereunder.

(c) At Closing, Donee shall deliver to Escrow Agent for the benefit of Donor: (i) a settlement statement; (ii) a countersigned Deed; and (iii) such other documents and instruments, if any, required by the terms of this Agreement.

(d) After Closing, Donee shall diligently pursue completion of construction of the Required Use. Such construction shall comply with the existing entitlements affecting the Property including, but not limited to, the Proffers.

5. Costs and Adjustments.

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

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

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

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

(e) At Closing, Donee shall reimburse Donor for all third-party costs incurred by Donor associated with the due diligence, design, approval, and permitting of the final

site plan and architectural plans for the Required Use (the “**Pre-Development Reimbursement**”).

6. Inspection.

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

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

7. Title.

(a) It shall be a condition of Closing that title to the Property at Closing shall be free and clear of all liens, but subject to (i) the easements, limitations, covenants and restrictions of record as of the date hereof, (ii) the Record Plat and any other matters expressly set forth in this Agreement, and (iii) any easements, covenants, restrictions, liens, encumbrances or other matters which arise after the date hereof to which Donee does not object in the manner provided in Subsection 7(b) below.

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

8. Conditions Precedent to Obligations of Donor and Donee.

(a) The obligation of Donor to gift and donate the Property is subject to all of the following:

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

(ii) **On or before September 1, 2022**, Donee shall have received a reservation (or preliminary determination in the case of bond financing) for utilization of nine percent (9%) Low-Income Housing Tax Credits ("LIHTC") for development of the Property for the Required Use (the "**Project**").

In the event that any of the conditions specified above have not been fulfilled on the date of Closing or, with respect to the condition in clause (ii) above, **September 1, 2022**, Donor shall have the right, at its option, to: (A) terminate this Agreement by written notice to Donee pursuant to Section 15 of this Agreement; or (B) in the event of a failure of the condition specified in Subsection 8(a)(i), Donor may pursue its remedies hereunder.

(b) The obligation of Donee to receive and accept the Property under this Agreement is subject to all of the following:

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

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

(iii) There shall exist with respect to the Property no pending, existing or written threat of imminent commencement of sewer and water or other moratoria applicable to the general area in which the Property is located which would materially affect the ability to develop the Property by materially reducing the

density or materially increasing the development cost or time period for development or the phasing of development, or change in the zoning classification of the Property other than as contemplated herein.

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

(v) Electricity, cable, telephone, water, storm and sanitary sewer service shall be available to the Property or in a public right-of-way adjacent to the Property, or easements in capacity sufficient to serve the Required Use, subject to the installation of such pipes, connections and hook-ups as may be necessary, which shall be Donee's obligation.

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

(vii) **On or before September 1, 2022**, Donee shall have received a reservation (or preliminary determination in the case of bond financing) for nine percent (9%) LIHTC for the Project.

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

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

If any one or more of the conditions specified above are not satisfied by the Outside Closing Date or, with respect to the condition in clause (vii) above, **September 1, 2022**, then Donee shall have the right, at its option, to terminate this Agreement by written notice to Donor pursuant to Subsection 15(b) of this Agreement, and in the event of a failure of the condition specified in Subsection 8(b)(i), Donee may pursue its remedies hereunder.

9. Representations and Warranties of Donor: "AS IS". (a) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED, DONOR DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT OR OF ANY DOCUMENT OR INSTRUMENT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DONOR MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN DONOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO

OR AFFECTING THE PROPERTY (“**DISCLAIMED MATTERS**”). DONEE AGREES THAT DONEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF DONOR NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED. DONEE WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS DONEE ELECTS AND RELY UPON SAME AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY DONEE’S INSPECTIONS AND INVESTIGATIONS. DONOR SHALL GIFT AND DONATE TO DONEE, AND DONEE SHALL RECEIVE AND ACCEPT, THE PROPERTY “**AS IS**”, “**WHERE IS**”, AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY DONOR OR ANY THIRD PARTY. THIS **SECTION 9(a)** SHALL EXPRESSLY SURVIVE CLOSING WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL IN THIS AGREEMENT.

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

(c) During Donor’s ownership of the Property, and to Donor’s actual knowledge, without investigation as to the period prior to Donor’s ownership, except as may be specified in the Due Diligence Materials, no portion of the Property has been used in violation of law for the storage, processing, treatment or disposal of Pollutants and no Pollutants have been released, introduced, spilled, discharged or disposed of in violation of law, nor is there a threat of release, introduction, spill, discharge or disposal of a Pollutant, on, in, or under the Property and there are no pending claims, administrative proceedings, judgments, or other actions, whether actual or threatened, relating to the presence of Pollutants on, in or under the Property. To Donor’s knowledge, without investigation, the Property is in compliance with all federal, state and local laws, regulations, orders and requirements regarding the regulation of, and there are no, underground storage tanks located on or in the Property. “**Pollutants**” means any material or substance, or combination of materials or substances, which by reason of quantity, concentration, composition, or characteristic is or in the future becomes regulated under any federal, state or local environmental or common law, rule, regulation, ordinance or requirement, as may be amended, replaced or superseded.

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

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

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

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

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

12. Condemnation. In the event of the taking of all or any material part of the Property by eminent domain proceedings, or the commencement or bona fide written threat of the imminent commencement of any such proceedings, prior to Closing, if such condemnation would (i) result in a 15% reduction in available density, (ii) result in a material restriction on access to all or a significant portion of the Property, or (iii) materially adversely affect Donee's development of the Property for the Required Use, then Donee shall have the right, at Donee's option, to terminate this Agreement by giving written notice thereof to Donor. Whether Donee continues this Agreement or elects to terminate this Agreement under this Section, Donor shall not be obligated for any payment to Donee by reason of any taking. Donor shall notify Donee of eminent domain proceedings within five (5) days after Donor receives such notice thereof. Without limitation of the foregoing, the parties agree that a road widening which does not have any of the effects

specified in clauses (i) or (ii) shall not be deemed a condemnation affecting a material part of the Property.

13. Default.

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

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

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

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

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

(f) Each party waives the right to seek, prove or recover consequential (including lost profits), incidental or speculative damages in any action to enforce this Agreement. This Subsection 13(f) shall survive Closing and delivery of the Deed.

14. Return of Due Diligence Materials. Notwithstanding anything to the contrary contained herein, in the event that this Agreement is terminated for any reason whatsoever, Donee shall return to Donor all copies of all reports, studies, and engineering/architectural drawings that were provided to Donee from Donor or Donor's agents pursuant to this Agreement. In addition, if this Agreement is terminated for any reason other than Donor's default, Donee shall deliver to Donor, at no cost to Donee and without representation or warranty, copies of all written reports, tests and studies performed by or on behalf of Donee with respect to the Property, except only Donee's proprietary information and confidential financial analysis and architectural plans, together with an assignment of the same. At Donor's request, Donee will direct the parties who prepared such materials to make copies available to Donor, at Donor's cost. This Section 14 shall survive Closing and delivery of the Deed hereunder.

15. Miscellaneous.

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

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

If to Donor: Van Metre Homes at Braddock, L.L.C.
c/o Van Metre Companies
9900 Main Street, Suite 500
Fairfax, Virginia
Attention: Richard J. Rabil and General Counsel
Email: rrabil@vanmetreco.com; jestrada@vanmetreco.com

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

If to Donee: Braddock Terrace VA LLC
1515 Mockingbird Lane, Suite 1010

Charlotte, North Carolina 28209
Attention: Hollis Fitch and Charlie Irick
Email: hollis@fitchirick.com; charlie@fitchirick.com

Notices which shall be served upon Donor or Donee in the manner aforesaid shall be deemed to have been given and received for all purposes hereunder at the time such notice shall have been: (i) if given by email, when the email is transmitted to the party's email address specified above; (ii) if hand delivered to a party against receipted copy, when the copy of the notice is receipted; (iii) if given by nationally recognized overnight delivery service, on the day on which the notice is actually received by the party; and (iv) if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the United States Postal Office. If any notice is sent by email, the transmitting party shall send a duplicate copy of the notice to the other party by courier or overnight mail within one (1) business day thereafter. If notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the notice, the notice shall nonetheless be considered to have been given and received and shall be effective as of the date of such refusal. This Agreement notwithstanding, any notice given to a party in a manner other than provided in this Agreement, if it is actually received by such party, shall be effective with respect to such party.

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

(d) The performance and interpretation of this Agreement shall be controlled and governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. THE PARTIES FULLY WAIVE ANY RIGHT TO TRIAL BY JURY TO THE EXTENT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM OR ACTION IN CONNECTION THEREWITH. Any claim, counterclaim or other action arising under this Agreement shall be brought only in and shall be decided by the General District and Circuit Courts of Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, and any appellate court from any thereof. Each party to this Agreement hereby consents to the jurisdiction of such courts. This provision shall survive Closing or the termination of this Agreement.

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

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

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

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

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

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

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

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

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

(n) This Agreement shall not be recorded.

(o) Donee hereby warrants and represents now and as of Closing that Donee is acquiring the Property for the purpose of engaging in the commercial business of constructing and operating a rental affordable housing community consisting of a minimum of twenty (20) Affordable Housing Units.

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

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

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

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

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

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

[signature pages follow]

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

DONOR:

**VAN METRE HOMES AT
BRADDOCK, L.L.C.,**
a Virginia limited liability company

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

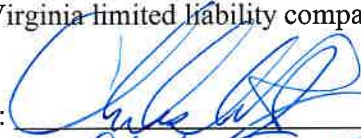
By: 

Julie van der Vate
Chief Financial Officer

Date: March 9, 2022

DONEE:

BRADDOCK TERRACE VA LLC,
a Virginia limited liability company

By: 

Name: Charles Frick Jr

Title: Manager

Date: March 9, 2022

EXHIBIT "A"

RECORD PLAT (Draft)

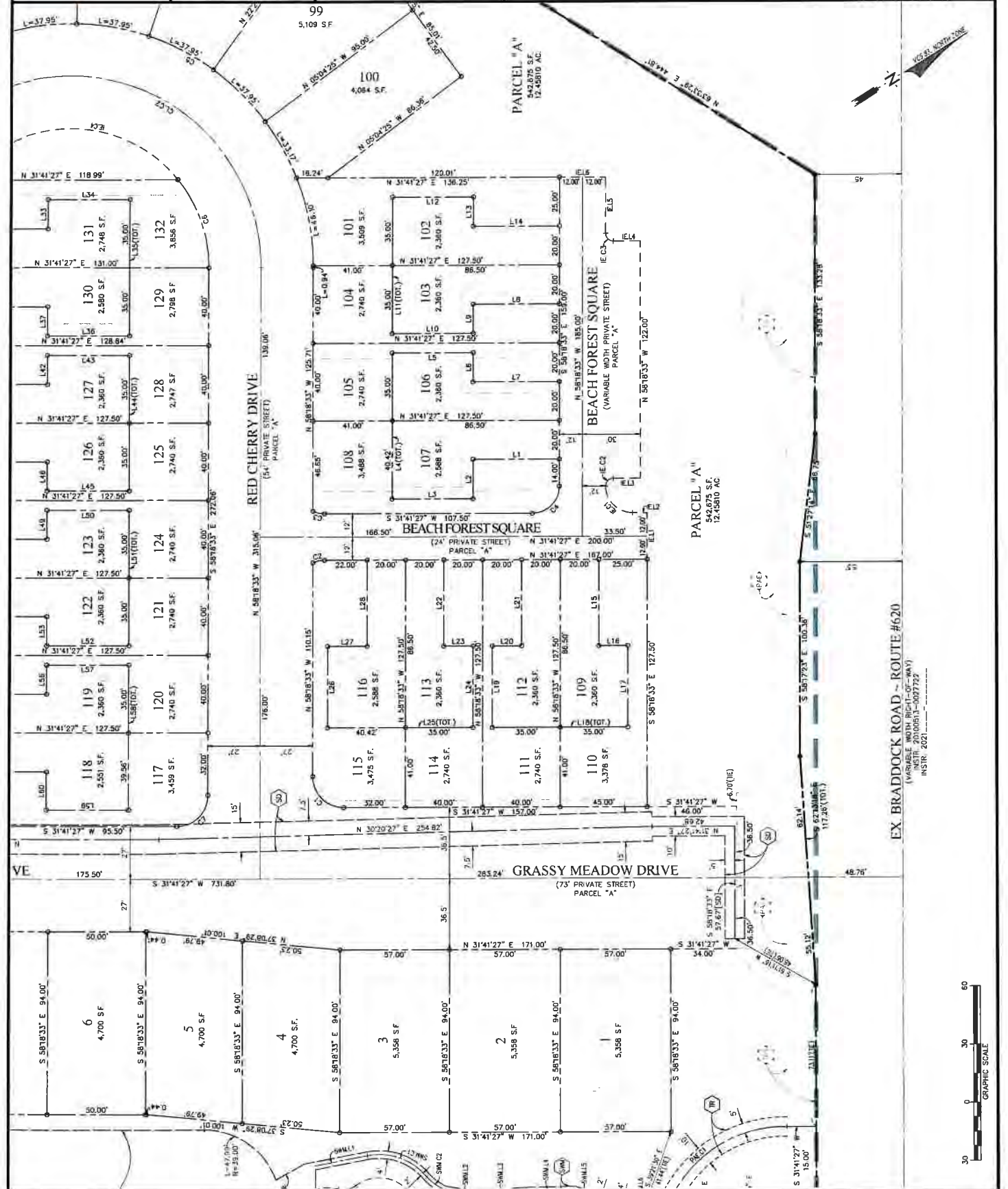
[attached]



NO.	DATE	DESCRIPTION

PHASE I
 RECORD PLAN
 HOGAN KENT GREENE
 BLUE RIDGE ELECTION DISTRICT
 LOUDOUN COUNTY, VIRGINIA

DATE	06/06/2021
DATE	06/06/2021
DRAWING SCALE	AS SHOWN
DRAWN BY	SBH
APPROVED BY	



EX BRADDOCK ROAD ~ ROUTE #620
 (VARIABLE WIDTH RIGHT-OF-WAY)
 INSTR. 20100513-002722
 INSTR. 2021-000000



EXHIBIT "B"

PROFFERS

[attached]

**PROFFER STATEMENT
HOGAN KENT GREENE**

ZMAP-2019-0019

March 20, 2020

Revised May 8, 2020

Revised August 04, 2020

Revised August 14, 2020

Revised September 24, 2020

Revised October 13, 2020

Revised October 23, 2020

Revised October 27, 2020

Revised November 23, 2020

Revised December 7, 2020

Revised December 10, 2020

Deborah L. Greene as the owner of the property identified as PIN 206-26-3209 (Tax Map Number 105////////16/); Mark B. Hogan as the owner of the property identified as PIN 206-16-1540 (Tax Map Number 105///2////1/); and Joseph Emory Kent, Trustee of the Joseph Emory Kent Living Trust, as the owner of the property identified as PIN 207-46-1171 (Tax Map Number 105///2////2/), of which only a 9.4400 acre portion is subject to this Zoning Map Amendment application (ZMAP 2019-0019), on behalf of themselves and their successors in interest (all of the foregoing parties, and their successors in interest, are hereinafter collectively referred to as the “Owner”), hereby voluntarily proffer, pursuant to Section 15.2-2303, Code of Virginia (1950), as amended, and Section 6-1209 of the Revised 1993 Loudoun County Zoning Ordinance, as amended, (the “Zoning Ordinance”), that, upon approval of ZMAP-2019-0019 by the Board of Supervisors of Loudoun County, Virginia, development of the Property subject to ZMAP-2019-0019 shall be in substantial conformance with the Concept Development Plan identified in Proffer I below, which is attached hereto as Exhibit A, and this Hogan Kent Greene Proffer Statement (the “Proffers”). The property subject to ZMAP-2019-0019 includes all of PINs 206-26-3209 and 206-16-1540 and a 9.440-acre portion of PIN 207-46-1171, comprising approximately 37.6300 acres in aggregate, as more particularly identified and labeled on Sheet 3 of the Concept Development Plan as “EX. BOUNDARY/LIMITS OF ZMAP” (hereinafter, the “Property”). As used herein, the term “County” refers to the Board of Supervisors of Loudoun County, Virginia, or to the applicable Loudoun County government department, staff or official, as the context implies.

Approval of ZMAP-2019-0019 by the County amends the zoning classification of the Property from the Transitional Residential-1, Lower Foley sub-district and Transitional Residential-3, Lower Foley sub-district to the R-8 Single Family Residential zoning district to be administered as an affordable dwelling unit district under Section 7-800 of the Zoning Ordinance (“R-8 ADU”). The development of the Property shall be in compliance with the R-8 ADU zoning requirements, in substantial conformance with the Concept Development Plan and the Proffers, and, if approved by the County, subject to yard and lot width reductions described in

the accompanying special exception (SPEX-2020-0019) and Zoning Ordinance Modifications ZMOD-2020-0005, ZMOD-2020-0006, ZMOD-2020-0007, ZMOD-2020-0017, ZMOD-2020-0018, and ZMOD-2020-0019 (all as listed in Exhibit B).

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

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

I. CONCEPT DEVELOPMENT PLAN

The development of the Property shall be in substantial conformance with the Concept Development Plan (the "CDP") hereby defined and identified as Sheets 1, 3 and 4 of the plan set entitled "ZONING MAP AMENDMENT, ZMAP-2019-0019, ZONING ORDINANCE MODIFICATION, ZMOD-2020-0005, ZMOD-2020-0006, ZMOD-2020-0007, ZMOD-2020-0017, ZMOD-2020-0018, ZMOD-2020-0019, SPECIAL EXCEPTION, SPEX-2020-0019, LAND SUBDIVISION & DEVELOPMENT ORDINANCE AND FACILITIES STANDARDS MANUAL WAIVERS, SBEX-2020-0001, SBEX-2020-0002, HOGAN KENT GREENE, BLUE RIDGE ELECTION DISTRICT, LOUDOUN COUNTY, VIRGINIA" dated March 20, 2020, revised through October 12, 2020, prepared by christopher consultants, the Zoning Ordinance Modifications described in Exhibit B, and the Design Guidelines attached as Exhibit C. The CDP shall control the general layout and configuration of development of the Property. Minor adjustments to the locations of the proposed roads and improvements shown on the CDP shall be permitted as reasonably necessary to address grading, drainage, environmental, cultural and natural features, development ordinance requirements, and other final engineering considerations, and to accommodate the recommendations of archaeological studies, if any, provided that any such adjustments shall be in accordance with Section 6-1209 of the Zoning Ordinance and approved by the Zoning Administrator.

All land development applications, including zoning permit applications, for development of all or any portion of the Property shall identify said applications or permits as being subject to the Proffers of this Zoning Map Amendment (ZMAP-2019-0019).

II. PROPOSED LAND USES

A. Residential Unit Typology and Density. The Property shall be developed with a maximum of 144 single family residential dwellings units (exclusive of any accessory dwellings) within three distinct typologies: a maximum of 26 single family detached dwelling units (“SFD”), a maximum of 42 single family attached duplex dwelling units (“SFA-Duplex”), and a maximum of 76 single family attached quadruplex dwelling units (“SFA-Quad”). Each applicable record plat and site plan, including any site plan amendments for the Property shall include a tabulation of the number of each type of residential units shown on said plan as well as cumulative totals of each residential unit type shown on previously approved record plats, site plans, and site plan amendments for the Property to demonstrate compliance with the aforesaid maximum number of dwelling units of each typology.

1. Phasing. Residential zoning permits for no more than fifteen (15) SFDs shall be approved prior to approval of residential zoning permits for twenty (20) of the SFA-Quads to be constructed on the Property.

2. Floor Area. The cumulative average net floor area, exclusive of porches (enclosed or unenclosed), garages, and basements, shall not exceed 3,400 square feet for the SFD, 2,800 square feet for the SFA-Duplex, and 2,200 square feet for the SFA-Quad.

B. Affordable Dwelling Units. The Owner shall provide a minimum of twelve and one-half percent (12.5%) of the total number of dwelling units constructed on the Property (exclusive of any accessory apartments or dwelling units) as affordable dwelling units (the “Required ADUs”) in accordance with the current provisions of Article 7 of the Zoning Ordinance and in accordance with Chapter 1450 of the Codified Ordinances of Loudoun County. The Owner shall voluntarily provide two (2) affordable dwelling units (the “Additional ADUs”) in addition to the Required ADUs, all of which shall be administered pursuant to the current provisions of Article 7 of the Zoning Ordinance and in accordance with Chapter 1450 of the Codified Ordinances of Loudoun County. The Required ADUs and the Additional ADUs shall be collectively referred to as “ADUs”. The ADUs to be constructed on the Property shall be identified on each applicable record plat and site plan, including any site plan amendment prior to approval of same.

III. HOMEOWNERS ASSOCIATION

A. Homeowners Association. All owners of the residential dwelling units constructed on the Property shall be members of a Homeowners Association (“HOA”), either existing or newly established, and shall be subject to the covenants, declarations, and related governance documents established by the HOA which provide standards for the construction of all improvements and landscaping and regulations for the use of privately owned land and structures within the Property (together, the “HOA Covenants”). All owners of residential dwelling units to be constructed on the Property shall be subject to the HOA Covenants.

B. Establishment of the HOA. Prior to the approval of the first record plat or site plan, whichever is first in time, for development of residential units on the Property, draft documents for annexing the Property into an existing HOA or the establishment of a new HOA for the Property shall be prepared and submitted to the County for review and approval. The draft documents shall include the HOA Covenants. The new HOA shall be established for the Property, or annexation of the Property into an existing HOA shall be completed, and the HOA Covenants as approved by the County shall be recorded in the Land Records prior to, or concurrent with, either (i) the recordation of the first record plat creating residential lots on the Property or (ii) approval of a site plan for the Property. In addition to any other requirements set forth in these Proffers, the HOA Covenants shall provide for the Owner, or successor developer/declarant, to have the unilateral right, without approval or consent of any other land owner, to record amendments to the HOA Covenants as necessary to maintain compliance with these Proffers.

C. General Responsibilities. The HOA shall be responsible for solid waste and snow removal, and maintenance and landscaping of all common areas, recreational facilities, storm water management facilities, private streets, and all sidewalks and trails not otherwise maintained by an agency or department of the County or the Virginia Department of Transportation (“VDOT”).

D. Enforcement of Design Guidelines. The HOA Covenants shall require the adherence to, and enforcement of, the Hogan Kent Greene Design Guidelines, pursuant to Proffer IV.A. below.

E. Accessory Dwellings. The HOA Covenants shall not restrict accessory dwellings on lots within the Property administered as R-8 ADU if the accessory dwelling is constructed on the second level of a detached garage located on the same lot.

IV. SITE DESIGN

A. Hogan Kent Greene Design Guidelines. The Hogan Kent Greene Design Guidelines dated March 20, 2020, last revised May 8, 2020, included as part of this ZMAP-2019-0019 application (the “Design Guidelines”) included by reference as Exhibit C shall govern the site design, landscaping and architectural theme of all improvements constructed on the Property. The Design Guidelines provide for the regulation of street frontages, landscaping, streetscapes, parking, public spaces, street furniture, and building architecture (“Design Guideline Elements”). Prior to the approval of each site plan, including any site plan amendment, and construction plan and profile, and prior to the approval of the first zoning permit for each building type to be constructed on the Property, the applicant for said application shall provide the County written documentation from the Owner describing the manner in which the proposal is in substantial conformance with the Design Guidelines. The written documentation shall include elevations, sections, and/or other graphics demonstrating conformity with the various Design Guideline Elements. Conformance with this Proffer shall be subject to review and approval by the County’s Zoning Administrator or his designees prior to the approval of each

zoning permit on the Property. The Owner may amend the Design Guidelines provided that any such amendment does not alter the basic character and intent of the Design Guidelines and such amendment is approved by the Department of Planning and Zoning or other County designee. Where there is a conflict between the Design Guidelines and the CDP and/or these Proffers, the CDP and Proffers shall govern.

1. Architecture. The façade of any quadruplex building (a building comprised of four (4) SFA-Quads) fronting the private street designated as “PS1” on Sheet 3 of the CDP shall include a covered porch with minimum dimensions of six feet (6’) in depth and twelve feet (12’) in width. Such requirement shall be shown on each zoning permit application for SFA-Quads within such buildings.

B. Site Lighting. All exterior lighting on the Property shall be full cutoff and fully shielded light fixtures as defined by the Illuminating Engineering Society of North America (IESNA) and directed downward and inward and away from adjacent properties and streets. The Owner shall depict lighting details on each site plan, including any site plan amendment, or construction plans and profiles (“CPAP”) submitted on the Property. This lighting provision does not apply to any lighting provided for streets and sidewalk/trails constructed within the VDOT public right of way or exterior signage lighting which shall be provided in conformance with the signage standards listed in Section 5-1200 of the Zoning Ordinance.

C. Perimeter Buffers. Perimeter buffers shall include the following:

1. Braddock Road Buffer. The Owner shall establish a 15’ Type 2 Road Corridor Buffer (as defined in the Zoning Ordinance), which shall consist of a minimum of 45% evergreens, along a portion of the Property’s Braddock Road frontage as shown on Sheet 3 of the CDP. Said buffer shall be designed and shown on the first CPAPs or site plan, including any site plan amendment, whichever is first in time, for development of residential units on the Property adjacent to said buffer and shall be installed concurrently with the site improvements for said residential units, but in no event later than approval of the 75th cumulative zoning permit for residential dwelling units constructed on the Property.

2. Western Boundary Buffer. The Owner shall establish a 10’ Type A Buffer Yard (as defined in the Zoning Ordinance) along a portion of the Property’s western boundary adjoining PIN 206-25-4941 and a 20’ Type B Buffer Yard (as defined in the Zoning Ordinance) along the remainder of the Property’s western boundary, each as shown on Sheet 3 of the CDP. Said buffers shall be designed and shown on the first CPAPs or site plan, including any site plan amendment, whichever is first in time, for development of residential units on the Property adjacent to each of said buffers and both buffers shall be installed concurrently with the site improvements for said adjacent residential units, but in no event later than approval of the 75th cumulative zoning permit for residential dwelling units constructed on the Property.

3. Southern Boundary Buffer. The Owner shall establish a 10' Type A Buffer Yard along a portion of the Property's southern boundary as shown on Sheet 3 of the CDP. Said buffer shall be designed and shown on the first CPAPs or site plan, including any site plan amendment, whichever is first in time, for development of residential units on the Property adjacent to said buffer and shall be installed concurrently with the site improvements for said adjacent residential units, but in no event later than approval of the 75th cumulative zoning permit for residential dwelling units constructed on the Property.

D. Open Space. The Owners shall maintain a minimum of fifty percent (50%) of the area of the Property as open space pursuant to the recommendations for a Transitional Compact Neighborhood Place Type in the *Loudoun County 2019 General Plan* (the "General Plan"). Each applicable record plat and site plan, including any site plan amendments for the Property shall include a tabulation showing the cumulative total area of required open space as well as the cumulative total area of open space provided on said plan as well as the area of open space provided on previously approved record plats, site plans, including any site plan amendment for the Property to demonstrate compliance with the aforesaid open space requirement.

E. Public/Civic Space. In addition to the open space provided pursuant to Proffer IV.D. above, a minimum of ten percent (10%) of the remaining area of the Property will be established as civic space in the approximate locations shown on Sheet 3 of the CDP. The civic space shall be designed and developed to accommodate outdoor gatherings and active recreational opportunities for the overall community pursuant to the Transitional Compact Neighborhood Place Type recommendations in the General Plan. Such areas shall be enhanced with tot lot equipment, outdoor benches, and additional amenities such as a basketball court, tennis court, pickleball court, or a multi-use court, or other similar type of facility or use as outlined in the Design Guidelines and may be used to fulfill the requirements of Section 7-803 (E), Active Recreation Space, of the Zoning Ordinance. These enhancements shall be designed and constructed concurrently with adjacent onsite infrastructure and shall be completed and available for use no later than approval of the 100th cumulative zoning permit for residential dwelling units constructed on the Property.

F. Kirkpatrick Farms Community Association, Inc. Common Area. Subject to the Kirkpatrick Farms Community Association, Inc. ("KFCA") granting an easement or license, at no cost to Owner, the Owner shall install a minimum of eleven (11) Pinus Taeda/Loblolly that are, at minimum, 12 feet in height, eleven (11) Pinus Taeda/Loblolly that are, at minimum, 10 feet in height, fifteen (15) Pinus Taeda/Loblolly that are, at minimum, 8 feet in height, and 57 Myrica Cerifera/ Wax Myrtle that are, at minimum, a seven (7) gallon container in size, within the portion of Parcel K-1, Phase 2, Section K, Kirkpatrick Farms (PIN: 207-45-4199) immediately east of Lots 1-11, Phase 2, Section K, Kirkpatrick Farms where limited vegetation currently exists, as shown on the Illustrative Plan prepared by J2 Engineers, dated November 7, 2020, and referenced herein as Exhibit D. The landscape materials shall be shown on the first site plan, including any site plan amendment, or first CPAP for development of residential units on the Property and installation of the landscape materials shall be completed prior to issuance of the first occupancy permit for a residential dwelling unit constructed on the Property. The Owner

shall provide a minimum of 90 days notice to the KFCA of the projected planting date and shall consult with the KFCA as to the location of such plantings within Parcel K-1. Upon the reasonable and mutual determination of the KFCA and the Owner, the aforesaid location, variety, and sizes of proposed landscape material may be modified with other plant varieties and sizes so long as the cumulative cost of the same to the Owner is comparable to the plant varieties and sizes as described herein. The Owner and KFCA shall acknowledge, in writing, any mutually agreed upon change in landscape material variety and/or sizes within 60 days after KFCA's receipt of the aforesaid notice of the projected planting date. All landscape materials shall be indigenous, Virginia native species. The Owner shall maintain the plant material for a period of one year from date of installation and shall replace any of the landscape materials that die within the one year maintenance period. Such maintenance shall include watering of the material and protection and treatment for pests and disease, if any.

V. TRAILS AND ASSOCIATED AMENITIES

The Owner shall design and construct the trails and associated amenities listed below at no public cost. Segments of such trails and associated amenities shall be designed and included on the first CPAP or site plan, including any site plan amendment, for the onsite infrastructure adjacent thereto and shall be constructed concurrently with such adjacent onsite infrastructure. All trails and associated amenities listed below shall be completed and available for pedestrian use no later than approval of the 100th cumulative zoning permit for residential dwelling units constructed on the Property.

A. Stream Valley Recreational Trails. The Owner shall design and construct on the Property, in the location shown on Sheet 3 of the CDP, an asphalt trail consisting of pervious pavement that is, at minimum, eight feet (8') in width and located within a public access easement that is, at minimum, ten feet (10') wide. The Stream Valley Recreational Trails will provide connectivity from the sidewalks serving all dwelling units, adjacent open spaces, and areas providing active recreation opportunities to the existing trail along the Property's Braddock Road frontage as well as the existing trail south of the Property.

1. Trail Amenities. The Owner shall install a minimum of three benches and five interpretive signs along the Stream Valley Recreational Trails. The limits, location, and specific details of each amenity shall be shown on the CPAPs or site plan, including any site plan amendment, for said trail.

B. Pinebrook Elementary School Connector Trail. Subject to approval by Loudoun County Public Schools, the Owner shall design and construct on the Property an asphalt trail that is, at minimum, eight feet (8') in width and located within a public access easement that is, at minimum, ten feet (10') wide in the general location shown on Sheet 3 of the CDP and labeled "PINEBROOK E.S. CONNECTOR TRAIL".

C. Gathering Glen Trail Connection. The Owner shall, subject to the approval of the County, VDOT (as to the portion of the proposed Gathering Glen Trail Connection located within the existing Gathering Glen Street right of way), Dulles Farms Community Association

(as to the portion of the proposed Gathering Glen Trail Connection located within PIN 207-46-8759), and the Kent Parcel owner (as to the portion of the proposed Gathering Glen Trail Connection located within the residual portion of PIN 207-46-1171), design and construct an asphalt trail that is, at minimum, eight feet (8') wide in the location shown on Sheet 3 of the CDP and labeled "PROP. 8' ASPHALT GATHERING GLEN CONNECTOR TRAIL CONNECTED TO EXISTING TRAIL / SIDEWALK" (the "Gathering Glen Trail Connection"). The portion of the Gathering Glen Trail Connection outside of the existing Gathering Glen Street right of way shall be located within a public access easement that is, at minimum, ten feet (10') wide as shown on Sheet 3 of the CDP.

The Owner shall make good faith efforts to acquire the aforesaid approvals and easements at no cost no later than approval of the 70th cumulative zoning permit for residential dwelling units constructed on the Property. In the event Owner is unable to acquire such approvals and/or easements at no cost within the prescribed time frame, and upon the Zoning Administrator's finding that evidence presented by the Owner is sufficient to demonstrate good faith efforts to acquire the off-site right of way and/or easements described herein were expended, then with the Zoning Administrator's approval, the Owner shall request the County proceed with efforts to acquire the required approvals as well as easements through eminent domain. In the event the County chooses not to proceed with efforts to acquire such approvals and/or easements, the Owner shall be relieved of the responsibility to design and construct the Gathering Glen Trail Connection.

VI. TRANSPORTATION

A. Internal Site Circulation (Private). The Owner shall design and construct internal site circulation in the form of private streets in the locations, and pursuant to the minimum design widths, shown on Sheet 3 of the CDP. All private street designs shall meet or exceed the applicable standards for private streets detailed in Chapter 4 of the Loudoun County Facilities Standards Manual (the "FSM"). All private streets shall be maintained by the HOA established pursuant to Proffer III above.

B. Braddock Road Improvements. The Owners shall, at no public cost and subject to County and VDOT approval, as applicable, design, bond, and construct (i) an entrance for the extension of a new private street southward from Braddock Road into the Property, (ii) an associated right turn lane along Braddock Road shown on Sheet 3 of the CDP and labeled "PROP. RIGHT TURN LANE", and (iii) a modified median break and left turn lane designed and constructed to only permit left turns into the Property from westbound Braddock Road and no left turn from the Property to westbound Braddock Road, and labeled "PROP. MEDIAN BREAK & LEFT TURN LANE", all as shown on Sheet 3 of the CDP. The Owner shall design said improvements, submit and pursue approval of same, and bond the construction thereof prior to the approval of the first record plat or site plan, including any site plan amendment, whichever is first in time, for construction of residential dwelling units on the Property. The aforesaid Braddock Road improvements shall be open to traffic prior to the issuance of the first occupancy permit for the Property.

C. Regional Transportation Contribution. The Owner shall make a regional transportation cash contribution to the County in the amount of \$6,000.00 for each market rate residential dwelling unit constructed within the Property. This per-unit contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate residential dwelling unit on the Property and shall be payable prior to issuance of the occupancy permit for said dwelling unit. The aforesaid contributions are for regional road or transportation improvements within the Dulles Planning Subarea. Payment of this contribution is subject to the terms of Proffer VI.F. below.

D. Regional Transit Contribution. The Owner shall make a regional transit cash contribution to the County in the amount of \$1,000.00 for each market rate residential dwelling unit constructed within the Property. This per-unit contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate residential dwelling unit on the Property and shall be payable prior to issuance of the occupancy permit for said dwelling unit. The County will deposit the aforesaid contributions in a Transit/Rideshare related County trust fund or use such contributions to support transit services within the Dulles Planning Subarea or as otherwise designated in the Loudoun County 2019 Countywide Transportation Plan (“CTP”). Payment of this contribution is subject to the terms of Proffer VI.F. below.

E. Gathering Glen Driveway Connection. The Owner shall, subject to County and VDOT approval, as applicable, design and construct a new driveway from the westerly terminus of Gathering Glen Drive to the existing driveway on the Kent Parcel shown on Sheet 3 of the CDP and labeled “PROP. GATHERING GLEN DRIVEWAY CONNECTION” and remove the existing driveway improvements that connect the Kent Parcel to Braddock Road. The new driveway shall be designed and constructed concurrently with design and construction of the Braddock Road improvements referenced in Proffer VI.B. above.

F. Braddock Road Offsite Improvements (Royal Hunter Drive to Gum Spring Road).

1. Design. The Owner shall design and construct the remaining portion of the planned 4-lane divided section of Braddock Road from Royal Hunter Drive eastward to Gum Spring Road, inclusive of a shared use path that is, at minimum, ten feet (10’) in width and located along the south side of Braddock Road in conformance with the 2019 Countywide Transportation Plan (the “Braddock Road Offsite Improvements”). Within six (6) months of approval of this ZMAP 2019-0019, the Owner shall diligently proceed with preparing fully-engineered construction plans and profiles, associated right-of-way dedication and easement plats, and a detailed construction estimate prepared by a professional engineer (together, the “Design Plans”) for the Braddock Road Offsite Improvements. The Owner shall submit such Design Plans to the County for review prior to approval of the first record plat or site plan, whichever is first in time, for construction of residential dwelling units on the Property. In consultation with DTCL, the Design Plans shall include completion of a u-turn analysis along the Braddock Road corridor from Northstar Boulevard to Gum Spring Road. The u-turn analysis shall be submitted to the County for review by DTCL with submission of the Design Plans. Upon submittal, the

Owner shall diligently pursue approval of the Design Plans and the acquisition of any associated offsite right-of-way dedications and/or easements required for construction of the Braddock Road Offsite Improvements. The Owner shall provide written notice to all affected property owners of the need for any required right-of-way dedications and/or easements within thirty (30) days after submittal of the Design Plans to the County for review.

2. Cost Estimate. The detailed construction estimate included in the Design Plans shall be known as the “Braddock Road Offsite Construction Cost Estimate” and is defined herein as the estimated costs associated with the design, review, bonding, permitting, off-site right-of-way and easement acquisitions funded by Owner pursuant to Proffer VI.G. below, and construction of the Braddock Road Offsite Improvements as shown on the Design Plans. The Braddock Road Offsite Construction Cost Estimate shall be subject to review and confirmation as to accuracy by DTCL.

3. Resolution for Reimbursement.

a. In the event that prior to final approval of the Design Plans the Braddock Road Offsite Construction Cost Estimate, as confirmed by DTCL, exceeds the Braddock Road Offsite Construction Cost Credit to be granted, the Owner may request the County, in its sole discretion, to adopt a resolution committing to reimburse the Owner for any actual costs incurred in constructing the Braddock Road Offsite Improvements that exceed the Braddock Road Offsite Construction Cost Credit (the “Resolution”). In the event (i) the Owner requests the Resolution and the County declines to adopt the Resolution or (ii) the County chooses not to exercise or defers its right of eminent domain to acquire any required offsite right-of-way and/or easements not otherwise obtainable pursuant to Proffer VI.G. below, the Owner may choose to pay the contributions required by Proffers VI.C., VI.D. and VII. in lieu of bonding and constructing the Braddock Road Offsite Improvements as contemplated by this Proffer VI.F. However, nothing in this paragraph shall relieve Owner of the obligation to bond and construct the Braddock Road Offsite Improvements if the Owner chooses not to request the Resolution.

b. Additionally, in the event the County declines to adopt the Resolution or chooses not to exercise or defers its right of eminent domain to acquire any required offsite right-of-way and/or easements not otherwise obtainable pursuant to Proffer VI.G. below, the Owner shall, upon the County’s request, transfer and assign all of the Owner’s right, title and interest in and to the Design Plans, including the right to obtain approval of any revision or amendment of the Design Plans and the right in its sole discretion to use the Design Plans to construct the improvements shown on the Design Plans. Further, the Owner shall secure final approval of the Design Plans, but the Owner will no longer be obligated to post required sureties for, seek permits for or commence construction of the Braddock Road Offsite Improvements. Upon approval from the County and VDOT of the Design Plans, and upon transfer and assignment of the Design Plans to the County, the Owner shall receive a credit off-setting the Regional Transportation Contribution

equal to the actual, verifiable costs, supported by paid receipts, invoices, or other adequate documentation for the cost incurred to prepare and process the Design Plans.

4. Bonding and Construction.

a. Upon approval of the Design Plans and acquisition of all of the required off-site right-of-way dedications and easements as shown on the Design Plans pursuant to Proffer VI.G. below, and except as otherwise stated in this Proffer VI.F., the Owner shall post the required sureties with the County and VDOT, pay any permit fees, and thereafter, upon issuance of permits, commence construction, and diligently pursue completion of the Braddock Road Offsite Improvements as shown on the approved Design Plans. The Braddock Road Offsite Improvements shall be constructed and opened to traffic, but not necessarily accepted for maintenance by VDOT, no later than approval of the 100th cumulative zoning permit for residential dwelling units constructed on the Property.

b. Upon posting of the required sureties by the Owner, and the County's approval of same, the Owner shall receive a credit offsetting the contributions required to be paid to the County under these proffers equal to the sum of the Regional Transportation Contribution (defined in Proffer VI.C. above), the Regional Transit Contribution (defined in Proffer VI.D. above), and the Capital Facilities Contribution (defined in Proffer VII below) (the "Braddock Road Offsite Construction Cost Credit"). Nothing in this paragraph shall be construed as relieving Owner of the obligation to pay County in the event the Final Accounting (defined below), as verified and approved by the Zoning Administrator, is less than the Braddock Road Offsite Construction Cost Credit.

c. In the event that the performance agreement associated with the required surety posted by Owner with the County expires and Owner fails to obtain an extension of the performance agreement within six (6) months after its expiration, the Braddock Road Offsite Construction Cost Credit shall be invalidated and Owner shall pay the entire amount of the contributions required by Proffers VI.C., VI.D. and VII. for all units which have already received occupancy permits prior to issuance of the next occupancy permit, and contributions for all units yet to receive an occupancy permit shall be paid as normally required by Proffers VI.C., VI.D. and VII., respectively.

5. Final Accounting.

Upon completion of construction of the Braddock Road Offsite Improvements as shown on the approved Design Plans by Owner and acceptance of said improvements for maintenance by VDOT, the Owner shall provide a final accounting of all actual incurred costs associated with the design, review, bonding, permitting, right-of-way and easement acquisition funded by Owner, and construction of the Braddock Road Offsite Improvements shown on the approved Design Plans (the "Final Accounting") to the Zoning Administrator prior to issuance of the occupancy permit for the 125th residential dwelling unit constructed on the Property for final verification and approval. The said 125th residential dwelling unit occupancy permit shall not be issued until the Owner has

provided written documentation from the Zoning Administrator that the Final Accounting has been provided. In the event the Final Accounting, as verified and approved by the Zoning Administrator, is less than the Braddock Road Offsite Construction Cost Credit, the Owner shall pay the difference to the County within sixty (60) days of receipt of the Zoning Administrator's letter of approval of the verified amount.

G. Off-Site Right-of-Way and Easement Acquisition. The Owners shall make good faith efforts to acquire any off-site right-of-way and/or easements necessary for the road or pedestrian improvements identified in these Proffers. The Owners shall advise the County of such acquisition efforts and shall, to the best of its ability, attempt to acquire such off-site rights-of-way and/or easements without the need for eminent domain proceedings. Where right-of-way and/or easements necessary for such proffered road or pedestrian improvements cannot be obtained despite such good faith efforts, including through: (i) voluntary donation or proffer to the County, or (ii) purchase by the Owners at a fair market value, the Owners shall request that the County acquire such right-of-way and/or easements by appropriate eminent domain proceedings by the County, with all costs associated with the eminent domain proceedings to be borne by the Owners, including, but not limited to, land acquisition costs and appraisal fees. The initiation of such eminent domain proceedings shall be solely at the discretion of the County.

If any necessary off-site right-of-way and/or easements cannot be acquired by the Owners and the County chooses not to exercise its right of eminent domain to acquire said right-of-way and/or easement, the Owners shall be released from the obligations to acquire such off-site right-of-way and/or easement and released from the obligations of the proffer for which said right-of-way or easement is needed. Except as otherwise set forth in these proffers, if the County chooses to defer the exercise of its right of eminent domain to acquire any necessary off-site right-of-way or easements, the Owners' obligation to complete the improvements identified in the associated proffer shall be likewise deferred until the said off-site right-of-way is available.

VII. CAPITAL FACILITIES CONTRIBUTION

A. Single Family Detached Market-Rate Dwelling Units. A capital facilities cash contribution in the amount of \$56,735.70 shall be paid to the County for the 18th market-rate single family detached dwelling unit and each subsequent market rate single family detached dwelling unit constructed on the Property. No capital facilities contribution shall be required to be paid to the County for the first 17 market-rate single family detached dwelling units constructed on the Property. The applicable per-unit capital facilities contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate single family detached dwelling unit and shall be payable by the Owner prior to the issuance of the occupancy permit for said dwelling unit. The County, at its sole discretion, may use the aforesaid contributions for capital facility improvements within the Dulles Planning Subarea. Payment of this contribution is subject to the terms of Proffer VI.F. above.

B. Single Family Attached Market-Rate Dwelling Units. A capital facilities cash contribution in the amount of \$40,500.12 shall be paid to the County for each market-rate single

family attached dwelling unit constructed on the Property. The applicable per-unit capital facilities contribution shall be calculated at the time of approval of the zoning permit for construction of each market rate single family attached dwelling unit and shall be payable by the Owner prior to the issuance of the occupancy permit for said dwelling unit. The County, at its sole discretion, may use the aforesaid contributions for capital facility improvements within the Dulles Planning Subarea. Payment of this contribution is subject to the terms of Proffer VI.F. above.

VIII. EMERGENCY SERVICES

A. Fire and Rescue Contribution. The Owner shall make a one-time contribution of \$136.85 per dwelling unit on the Property payable to the County for distribution by the County to the volunteer fire and rescue companies providing service to the Property. The amount of the said contribution payable for each dwelling unit, adjusted as set forth below in this Proffer, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable prior to the issuance of the occupancy permit for such dwelling unit. The amount of such contribution shall be adjusted on a yearly basis from the base year of 2020 and change effective each January 1 thereafter, in accordance with changes to the Consumer Price Index for all urban consumers (CPI-U), 1982-1984=100 (not seasonally adjusted), as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the Washington-Arlington-Alexandria, DC-MD-VA-WV Metropolitan Statistical Area (the "CPI"). Contributions pursuant to this paragraph shall be divided equally between the servicing fire and rescue companies providing service to the Property. Notwithstanding the foregoing, if at the time of the application for any such zoning permit, the primary servicing fire and rescue company does not utilize, to any significant extent, either volunteer staff or apparatus owned by a volunteer organization, then the Owner may elect to make no contribution. The intent of this provision is to support volunteer fire and rescue staffing and operations so long as any significant element of the primary provider of fire and rescue services to the Property is volunteer-owned or operated. If only one of these services has ceased to utilize volunteer staff and apparatus, then the contribution may be halved and shall be provided to the remaining company.

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

IX. ENVIRONMENT

A. Low Impact Development (LID). The Owner shall provide a minimum of one (1) Low Impact Development ("LID") Best Management Practice to treat stormwater from the Property. Such LID practice may include, but shall not be limited to, water quality swales, bioretention facilities/rain gardens, sheet flow to vegetated buffers, permeable pavement for parking spaces, or any alternative LID practice proposed by the Owners and deemed by the Department of Building and Development to be acceptable. The location of the LID practice(s) shall be shown on the first site plan, including any site plan amendment, or construction plans

and profiles, whichever is first in time, for the Property. The LID practice shall be installed concurrently with the adjacent onsite infrastructure shown on such plans but in no event later than approval of the 100th cumulative zoning permit for residential dwelling units constructed on the Property.

B. Tree Conservation Areas. Within the areas designated on the CDP as “TREE CONSERVATION AREA (TCA)”, the Owner shall preserve healthy trees provided, however, that trees may be removed to the extent necessary for the construction of trails, passive recreation, and storm water management facilities that are required pursuant to the Proffers and/or shown on the CDP as lying within such Tree Conservation Areas, and for the construction of utilities necessary for the development of the Property. Notwithstanding the previous sentence, a minimum of 80% of the canopy within the cumulative Tree Conservation Areas depicted on Sheet 3 of the CDP will be preserved, exclusive of stands of Virginia Pine. In the event that the 80% canopy threshold cannot be achieved within the designated Tree Conservation Areas, such lost canopy will be recaptured elsewhere onsite in locations to be designated at the discretion of the Owner in consultation with the County. Boundaries of all Tree Conservation Areas shall be clearly marked in the field prior to land disturbing activities and shall be delineated on the site plan or record plat containing any portion of a Tree Conservation Area. The Owner shall provide a Tree Conservation Area tabulation demonstrating the Property is in conformance with this proffer with each site plan or record plat submitted to the County.

If, during construction on the Property, it is determined by the Owner’s certified arborist and/or the County that any healthy tree located within the boundaries of any of the Tree Conservation Areas described in this proffer has been damaged during construction and will not survive, then, prior to bond release on any section containing or immediately adjacent to a Tree Conservation Area, the Owner shall remove each such tree and replace each such tree with two (2) 1-inch caliper northern Virginia native, non-invasive deciduous trees. The species of such replacement trees shall be determined by the Owner’s certified arborist or landscape architect in consultation with the County Urban Forester or Zoning Administrator. The placement of the replacement trees shall be proximate to the area of each such damaged tree so removed, or in another area as requested by the County.

The HOA Covenants shall include a provision that prohibits removal of trees in Tree Conservation Areas, as shown on the record plat, after construction has been completed by the Owner. However, such HOA Covenant provision may allow removal of trees in Tree Conservation Areas when such removal is necessary to accommodate Forest Management Techniques performed by, or recommended by, a professional forester or certified arborist that protect or enhance the viability of the canopy, or when specific permission of the County Urban Forester or Zoning Administrator is obtained in writing. Such Management Techniques may include such actions as pruning and the removal of vines, invasive species, trees uprooted or damaged by extreme weather conditions, and trees or limbs that are diseased, insect-infested, dead, or are considered a hazard to life or property. The HOA Covenants shall clearly state that such provisions prohibiting tree removal shall not be amended by the Owner or the HOA without

written approval of the County Zoning Administrator. The record plat for each portion of the Property containing a Tree Conservation Area shall contain a note stating that the removal of trees within a Tree Conservation Area is prohibited except in accordance with the HOA Covenants.

C. Indigenous Native Trees. All new trees to be planted on the Property in HOA maintained areas shall be indigenous, northern Virginia native species and shall include, but not be limited to, oaks, dogwoods, redbuds and American hollies. The Owner shall consult with the County Urban Forester and Zoning Administrator to select appropriate indigenous, native species for said areas prior to the approval of any landscape plans for areas to be maintained by the HOA.

D. River and Stream Corridor Resources Management Buffer. With the exception of the Stream Valley Recreational Trail and associated Trail Amenities, and other encroachments depicted on Sheet 3 of the CDP and required utility corridors, only passive recreational uses shall be permitted within the area identified on Sheet 3 of the CDP as the "APPROXIMATE LOCATION OF 50' RIVER AND STREAM CORRIDOR RESOURCES MANAGEMENT BUFFER (RSCR)". The Owner shall replant open areas within or adjacent to the area identified on Sheet 3 of the CDP as the "APPROXIMATE LOCATION OF FLOODPLAIN OVERLAY DISTRICT – MINOR FLOODPLAIN" in an amount equal to the area of the proposed development that encroaches into the RSCR management buffer. The Owner shall submit, for review and approval by the County Urban Forester or Zoning Administrator, a planting plan, prepared by a Certified Arborist, Urban Forester, or Landscape Architect, for such replanting areas at the time of submission of each site plan, including any site plan amendment, or CPAPs proposing the development of any area that encroaches into the RSCR management buffer. Each such planting plan shall be prepared in conformance with the Reforestation Standards set forth in Section 7.305 of the FSM. Each approved planting plan shall be implemented concurrently with the development of the areas subject to such site plans, including any site plan amendments, or CPAPs. A targeted stocking of 75 percent survival with uniform distribution shall be achieved within one (1) year of planting as determined by the County Urban Forester or Zoning Administrator. In the event that the targeted stocking is not achieved, the Owner shall, in consultation with the County Urban Forester or Zoning Administrator, provide a one-time supplemental planting within one (1) year to achieve the full, initial stocking.

E. Specimen Trees. The Owner shall engage a Certified Arborist, Urban Forester, or Landscape Architect to prepare a tree preservation plan for the trees on the Property of a diameter breast height (d.b.h.) of thirty (30) inches or more ("Specimen Trees") identified to be preserved and shown on Sheet 3 of the CDP as "SPECIMEN TREE TO BE PRESERVED (#1, #4, #5, #6 & #7)". The tree preservation plan shall be provided to the County for review and approval at the time of submission of any construction plan and profile or site plan, including any site plan amendment proposing construction activities on the Property within 50 feet of any Specimen Tree identified to be preserved. Such tree preservation plan shall identify the tree protection measures that shall be employed to protect the trees during construction activities and

provide for fencing outside the critical root zone ("CRZ") of each Specimen Tree. If construction activities are necessary within the CRZ of any of the Specimen Trees, then the tree preservation plan shall include invigoration techniques, such as root pruning and deep root fertilization. In addition, any utility line that must be located within the CRZ of any of the Specimen Trees shall be installed using a boring technique supervised by a Certified Arborist. In the event any Specimen Tree is damaged during construction and cannot be saved, the Owner shall replace such damaged Specimen Tree with four (4) 1-inch caliper native non-invasive deciduous trees. The placement of the replacement trees shall be proximate to the area of each such Specimen Tree so removed, or in another area as requested by the County.

F. Archaeology. The Owner shall complete a supplemental archeological investigation for the area located in the vicinity of the existing house located at 41947 Braddock Road (Virginia Department of Historic Resources Survey Number 053-5673) and the other existing structures located on PIN 206-26-3209 and labeled "AREA OF SUPPLEMENTAL SHOVEL TESTING (PER ARCHAEOLOGICAL STUDY)" on Sheet 3 of the CDP. The archaeological investigation shall be conducted by, or under the direct supervision of, an individual meeting appropriate professional qualifications for archaeology as established in the Virginia Department of Historic Resources' *Guidelines for Conducting Historic Resources Survey in Virginia* (pages 54 and 55) and the U.S. *Secretary of the Interior's Professional Qualification Standards* for archaeology as determined by the Virginia Department of Historic Resources or other regulatory or legal directive. The study will include historical documentary research, including ownership and occupants, extending back in time to the period of construction of the referenced structures and shovel testing at intervals not to exceed 25'. The results of the archaeological study and any accompanying recommendations will be submitted to the County for review prior to, or concurrently with, CPAPs or site plan, including any site plan amendment, whichever is first in time, for any development on the Property. Prior to the approval of such plans, any recommendations contained in the study and/or required by the County or the Virginia Department of Historic Resources shall be fully implemented.

G. Public Water and Sewer. The Property will be served by public central water supply and public central sanitary sewer systems. Except as otherwise stated herein, the Owner shall construct and install all water and sewer extensions and shall provide all connections necessary for development of the Property at no expense to the County or to the Loudoun County Sanitation Authority ("Loudoun Water"). Such water and sanitary sewer extensions and connections shall be constructed in accordance with adopted Loudoun Water standards. The Owner shall acquire any offsite easements, if needed, to extend public water and/or sanitary sewer lines to the Property and shall dedicate such easements to Loudoun Water at no cost to the County or to Loudoun Water. Any existing wells located on the Property shall be abandoned prior to the approval of the first record plat or first site plan, including any site plan amendment, for the Property, whichever is first in time, in accordance with Loudoun County Health Department standards and requirements then in effect.

X. BRADDOCK ROAD (ROUTE 620) NOISE ATTENUATION

A. Noise Impact Study. The Owner shall provide a noise impact study to the County that will determine the need for any additional buffering and noise attenuation measures along Braddock Road (Route 620). The noise impact study shall be based upon traffic volumes for this roadway at a time 10 to 20 years from the start of construction based upon the most recent applicable forecast available from the Department of Transportation and Capital Infrastructure, the ultimate road configuration as defined in the CTP, and the ultimate design speed, pavement type and proposed topography. This noise impact study will be conducted by a certified professional engineer and submitted to the County concurrently with the submission of the first site plan, including any site plan amendment, or CPAPs, whichever is first in time, for the Property. The noise impact study will be prepared using the latest version of the Federal Highway Administration's Traffic Noise Prediction Model. Noise impacts shall be deemed to occur if predicted highway noise levels substantially exceed the existing noise levels (a 10 decibel increase over existing levels) or approach (one decibel less than), meet, or exceed the Noise Abatement Criteria identified in the CTP.

B. Noise Abatement. For all uses deemed to be subject to such noise impacts, noise attenuation measures shall be provided along the specified roadways sufficient to mitigate the anticipated noise impacts prior to the issuance of any occupancy permits for any impacted structures. Such noise attenuation measures shall be shown on the applicable site plan, including any site plan amendment, or CPAPs. Noise attenuation measures shall result in noise levels less than impact levels (2 decibels less than the Noise Abatement Criteria) and shall result in a noise reduction of at least 5 decibels below predicted highway noise levels. Where noise attenuation measures are determined to be required, priority shall be given to passive measures (to include adequate setbacks, earthen berms, wooden fences, and vegetation). Structural noise attenuation measures (e.g., noise walls) shall be used only if adequate noise attenuation cannot otherwise be achieved. Notwithstanding the previous sentence, structural noise attenuation measures may be incorporated into the construction of impacted structures to achieve interior noise standards. The first occupancy permit for any dwelling unit on the Property adjacent to Braddock Road (Route 620) shall not be issued until the Owner has provided written documentation from County Building and Development staff or the Zoning Administrator that such required attenuation measures have been constructed or installed or are not required. All such noise attenuation measures (other than those incorporated into the construction of the impacted structures) shall be constructed on HOA owned property, and the HOA Covenants shall clearly state that all such measures shall be maintained by the HOA and shall not be removed without written approval from the County.

XI. SEVERABILITY

Any portion of the Property may be the subject of a Zoning Concept Development Plan Amendment, Proffer Amendment, Rezoning, Special Exception, Commission Permit, Zoning Modification, Variance or other zoning application without the joiner and/or consent of the owners of other land areas within the Property, provided that (i) such application is compatible with these Proffers, (ii) that the approval of such application would have no material, adverse

impact upon any other land within the Property or the performance of any of these Proffers by the owners of the other land within the Property, (iii) that such application complies with the relevant Zoning Ordinance and Virginia Code provisions, (iv) that such application includes a proffer audit outlining the status of each commitment in these Proffers, and (iv) that such application shall not be approved by the County unless the application has been presented and considered at such public meetings or hearings as required by law. Previously approved proffered commitments applicable to a particular portion of the Property which are not the subject of such an application shall remain in full force and effect.

XII. ESCALATOR

Unless otherwise specified, all cash contributions enumerated in these Proffers shall be subject to an annual adjustment based on the CPI with a base year of 2021. The first such adjustment shall occur on January 1, 2022 and change effective each January 1 thereafter.

The undersigned hereby warrant that all owners with any legal interest in the Property have signed this Proffer Statement, that no signature from any additional party is necessary for these Proffers to be binding and enforceable in accordance with their terms, that they, together with the others signing this document, have full authority to bind the Property to these conditions, and that the Proffers are entered into voluntarily.

(SIGNATURE PAGES FOLLOW)

OWNER



Deborah L. Greene

Commonwealth of Virginia)
) to-wit:
County of Loudoun)

The foregoing Proffer Statement was acknowledged before me this 11th day of December,
2020, by Deborah L. Greene, in her capacity as an Owner.



Notary Public



My Commission Expires: 04/30/2021
Notary Registration # 7519961

OWNER

Mark B. Hogan

Commonwealth of Virginia)
) to-wit:
County of _____)

The foregoing Proffer Statement was acknowledged before me this ___ day of _____,
2020, by Mark B. Hogan, in his capacity as an Owner.

Notary Public

My Commission Expires: _____
Notary Registration # _____

OWNER

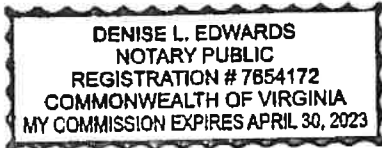
Deborah L. Greene

Commonwealth of Virginia)
) to-wit:
County of _____)

The foregoing Proffer Statement was acknowledged before me this ___ day of _____, 2020, by Deborah L. Greene, in her capacity as an Owner.

Notary Public

My Commission Expires: _____
Notary Registration # _____



OWNER

Mark B. Hogan
Mark B. Hogan

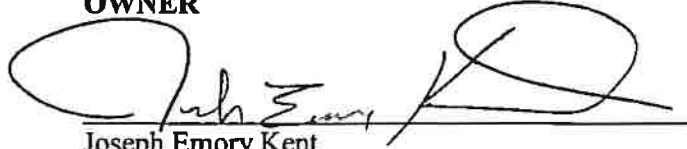
Commonwealth of Virginia)
) to-wit:
County of Prince William)

The foregoing Proffer Statement was acknowledged before me this 11 day of December, 2020, by Mark B. Hogan, in his capacity as an Owner.

Denise L. Edwards
Notary Public

My Commission Expires: April 30, 2023
Notary Registration # 7654172

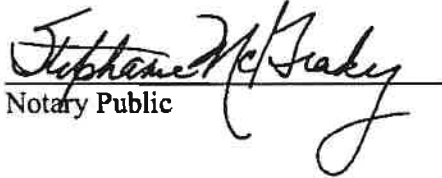
OWNER



Joseph Emory Kent
Trustee, Joseph Emory Kent Living Trust

Commonwealth of Virginia)
) to-wit:
County of Culpeper)

The foregoing Proffer Statement was acknowledged before me this 14th day of December, 2020, by Joseph Emory Kent, in his capacity as Trustee of the Joseph Emory Kent Living Trust, an Owner.


Notary Public

My Commission Expires: 12/31/2021
Notary Registration # 153476



EXHIBIT A
Concept Development Plan

ZONING MAP AMENDMENT
ZMAP-2019-0019

ZONING ORDINANCE MODIFICATION
ZMOD-2020-0005, ZMOD-2020-0006, ZMOD-2020-0007,
ZMOD-2020-0017, ZMOD-2020-0018, ZMOD-2020-0019

SPECIAL EXCEPTION
SPEX-2020-0019

LAND SUBDIVISION & DEVELOPMENT ORDINANCE
AND FACILITIES STANDARDS MANUAL WAIVERS
SBEX-2020-0001, SBEX-2020-0002

HOGAN KENT GREENE
BLUE RIDGE ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

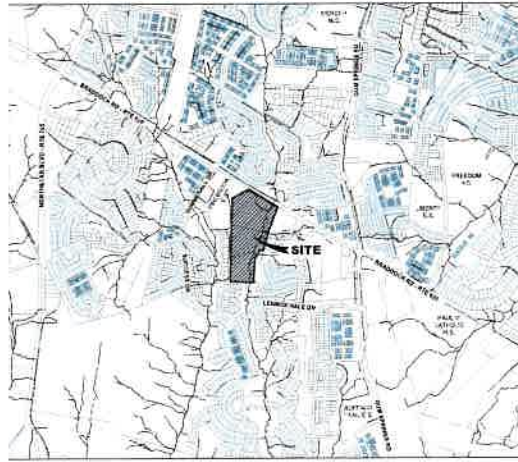
APPLICANT
LOUDOUN SOUTH, LLC
8040 INDUSTRIAL PARK COURT
BRISTOW, VA 20156

OWNER
DEBORAH L. GREENE
306 SHENANDOAH STREET, SE
LEESBURG, VA 20175-4010

OWNER
MARK B. HOGAN
10127 SCHOOLHOUSE WOODS COURT
BURKE, VA 22015-2725

OWNER
JOSEPH EMERY KENT LIVING TRUST
11723 CREST HILL ROAD
HUME, VA 22639

SHEET INDEX
1. COVER SHEET
2. EXISTING CONDITIONS
3. CONCEPT DEVELOPMENT PLAN
4. SPECIAL EXCEPTION PLAT



VICINITY MAP



GENERAL NOTES:

- 1. THE SUBJECT PROPERTY IS SHOWN ON THE MAP WITH PROPERTY ADDRESS RECORDING THE NAME AND ADDRESS OF THE PROPERTY AS SHOWN ON THE MAP.
- 2. THE SUBJECT PROPERTY IS SHOWN ON THE MAP WITH PROPERTY ADDRESS RECORDING THE NAME AND ADDRESS OF THE PROPERTY AS SHOWN ON THE MAP.
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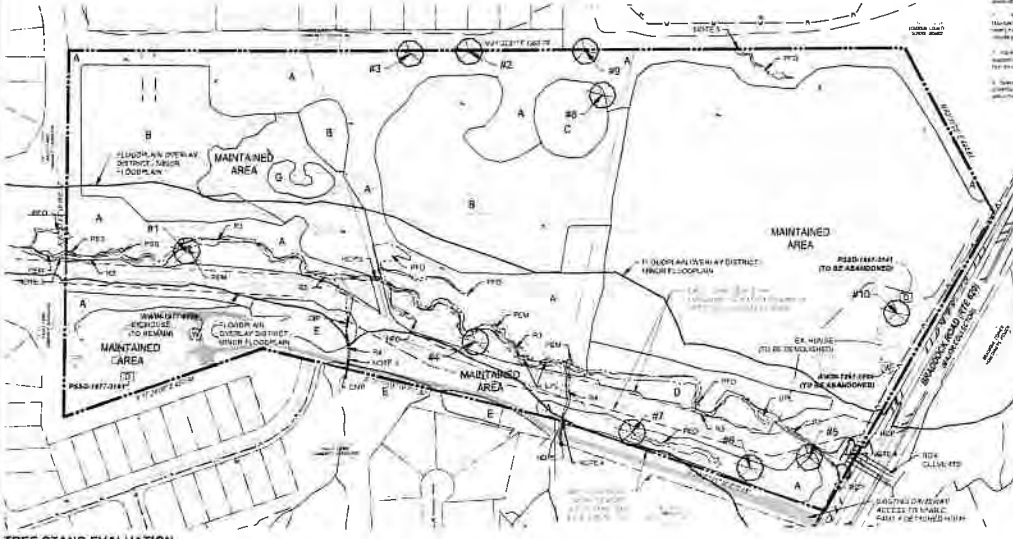
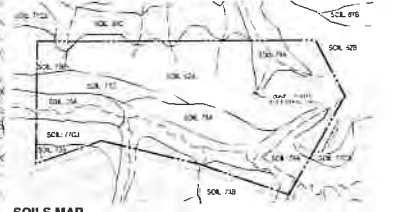
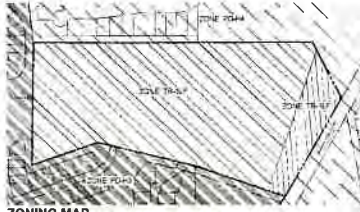
ZONING MAP AMENDMENT
ZONING ORDINANCE MODIFICATION
SPECIAL EXCEPTION
HOGAN KENT GREENE
LOUDOUN COUNTY, VIRGINIA

NO.	DESCRIPTION	DATE	BY
1	PREPARED BY		
2	APPROVED BY		
3	REVISIONS		
4	DATE		
5	BY		
6	REVISIONS		
7	DATE		
8	BY		

COVER SHEET
1 of 4

SOIL MAP	SOIL USE (HANA)	HYDROLOGIC GROUP	PERCENT RAINFALL INTERCEPT	PERCENT RUNOFF	PERCENT INFILTRATION
SOIL 701	Medium Sand	II	15	85	15
SOIL 702	Light Sand	II	15	85	15
SOIL 703	Very Fine Sand	II	15	85	15
SOIL 704	Very Fine Sand	II	15	85	15
SOIL 705	Very Fine Sand	II	15	85	15
SOIL 706	Very Fine Sand	II	15	85	15
SOIL 707	Very Fine Sand	II	15	85	15
SOIL 708	Very Fine Sand	II	15	85	15
SOIL 709	Very Fine Sand	II	15	85	15
SOIL 710	Very Fine Sand	II	15	85	15

NOTE: This subject property is located in the City of Logan, Utah, and is subject to the Logan City Zoning Ordinance. The subject property is located in the City of Logan, Utah, and is subject to the Logan City Zoning Ordinance. The subject property is located in the City of Logan, Utah, and is subject to the Logan City Zoning Ordinance.



- PRELIMINARY NOTES**
1. The information on this map is based on the information provided by the client and is not intended to be used for any other purpose.
 2. The information on this map is based on the information provided by the client and is not intended to be used for any other purpose.
 3. The information on this map is based on the information provided by the client and is not intended to be used for any other purpose.
 4. The information on this map is based on the information provided by the client and is not intended to be used for any other purpose.
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 10. The information on this map is based on the information provided by the client and is not intended to be used for any other purpose.

NOTE: (CHECK THESE AREAS BY THE FIELD ENGINEER)

NO.	DESCRIPTION	DATE	BY	REVISIONS
1	Added	10/15/2010	JAC	Initial
2	Revised	10/15/2010	JAC	Added
3	Revised	10/15/2010	JAC	Added
4	Revised	10/15/2010	JAC	Added
5	Revised	10/15/2010	JAC	Added
6	Revised	10/15/2010	JAC	Added
7	Revised	10/15/2010	JAC	Added
8	Revised	10/15/2010	JAC	Added
9	Revised	10/15/2010	JAC	Added
10	Revised	10/15/2010	JAC	Added

- COWARD CLASSIFICATION**
- PS1 - HIGHLY FLAMMABLE
 - PS2 - HIGHLY FLAMMABLE
 - PS3 - HIGHLY FLAMMABLE
 - PS4 - HIGHLY FLAMMABLE
 - PS5 - HIGHLY FLAMMABLE
 - PS6 - HIGHLY FLAMMABLE
 - PS7 - HIGHLY FLAMMABLE
 - PS8 - HIGHLY FLAMMABLE
 - PS9 - HIGHLY FLAMMABLE
 - PS10 - HIGHLY FLAMMABLE



christopher consultants
 2010 Main Street, Suite 100
 Logan, Utah 84301
 Phone: 435.391.1111
 Fax: 435.391.1112
 Email: info@christopherconsultants.com
 Website: www.christopherconsultants.com

ZONING MAP AMENDMENT
ZONING ORDINANCE MODIFICATION
SPECIAL RECEIPTION
HOGAN KENT GREENE
 LOGAN COUNTY, UTAH

PROJECT NO. 10-0000-000
 DATE: 10/15/2010
 DRAWN BY: JAC
 CHECKED BY: JAC
 APPROVED BY: JAC

EXISTING CONDITIONS
 2 of 4



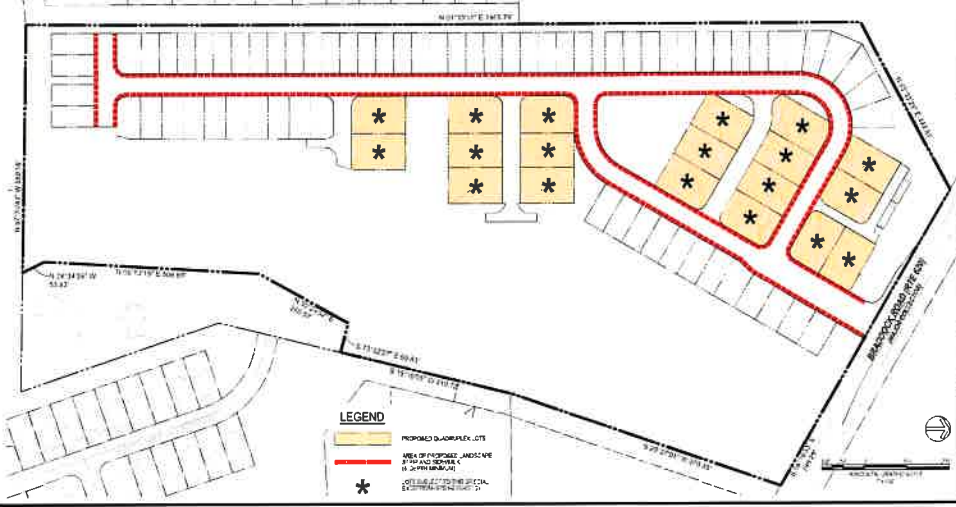
SPEX DETAIL: QUADRUPLEX TYPICAL LOT LAYOUT (PRIVATE STREETS FRONT AND REAR)
SCALE 1" = 32'



SPEX DETAIL: QUADRUPLEX TYPICAL LOT LAYOUT (ADJACENT OPEN SPACE AT REAR)
SCALE 1" = 32'

SPEC LABEL	REQUIREMENT
FRONT YARD	FRONT YARD SETBACK SHALL BE 10 FEET MINIMUM AND SHALL BE 10 FEET MINIMUM FROM THE FRONT PROPERTY LINE.
REAR YARD	REAR YARD SETBACK SHALL BE 10 FEET MINIMUM AND SHALL BE 10 FEET MINIMUM FROM THE REAR PROPERTY LINE.
ADJACENT OPEN SPACE	ADJACENT OPEN SPACE SHALL BE 10 FEET MINIMUM FROM THE ADJACENT PROPERTY LINE.
SETBACK	SETBACK SHALL BE 10 FEET MINIMUM FROM THE PROPERTY LINE.
DRIVEWAY	DRIVEWAY SHALL BE 10 FEET MINIMUM FROM THE PROPERTY LINE.
WALKWAY	WALKWAY SHALL BE 5 FEET MINIMUM FROM THE PROPERTY LINE.
SCREENING	SCREENING SHALL BE 10 FEET MINIMUM FROM THE PROPERTY LINE.
UTILITIES	UTILITIES SHALL BE 10 FEET MINIMUM FROM THE PROPERTY LINE.
ADDITIONAL	ADDITIONAL REQUIREMENTS SHALL BE AS SHOWN ON THE SHEET.

SPEC LABEL	REQUIREMENT
QUADRUPLEX	QUADRUPLEX SHALL BE 10 FEET MINIMUM FROM THE PROPERTY LINE.
ADJACENT OPEN SPACE	ADJACENT OPEN SPACE SHALL BE 10 FEET MINIMUM FROM THE ADJACENT PROPERTY LINE.
SETBACK	SETBACK SHALL BE 10 FEET MINIMUM FROM THE PROPERTY LINE.
DRIVEWAY	DRIVEWAY SHALL BE 10 FEET MINIMUM FROM THE PROPERTY LINE.
WALKWAY	WALKWAY SHALL BE 5 FEET MINIMUM FROM THE PROPERTY LINE.
SCREENING	SCREENING SHALL BE 10 FEET MINIMUM FROM THE PROPERTY LINE.
UTILITIES	UTILITIES SHALL BE 10 FEET MINIMUM FROM THE PROPERTY LINE.
ADDITIONAL	ADDITIONAL REQUIREMENTS SHALL BE AS SHOWN ON THE SHEET.



LEGEND
 PROPOSED QUADRUPLEX LOTS
 ADJACENT OPEN SPACE
 * OFF-SET FROM THE SPECIAL EXCEPTION PROPERTY LINE

christopher consultants
 ENGINEERING & ARCHITECTURE
 1000 COMMONWEALTH AVENUE, SUITE 200
 FALLS CHURCH, VA 22044
 TEL: 703.441.1111
 WWW.CHRISTOPHERCONSULTANTS.COM

ZONING MAP AMENDMENT
ZONING ORDINANCE MODIFICATION
SPECIAL EXCEPTION
HOGAN KENT GREENE
 LOUDOUN COUNTY, VIRGINIA

NO.	DATE	DESCRIPTION
1	01/15/2019	PRELIMINARY
2	02/15/2019	REVISIONS
3	03/15/2019	REVISIONS
4	04/15/2019	REVISIONS
5	05/15/2019	REVISIONS
6	06/15/2019	REVISIONS
7	07/15/2019	REVISIONS
8	08/15/2019	REVISIONS
9	09/15/2019	REVISIONS
10	10/15/2019	REVISIONS
11	11/15/2019	REVISIONS
12	12/15/2019	REVISIONS

SPECIAL EXCEPTION PLAT
 4 of 4

EXHIBIT B

Listing of Zoning Ordinance Modifications

ZMOD-2020-0005

Sec. 3-511 (A): Private Streets. Roads, serving townhouse and multifamily uses only, may be designed and constructed to private street standards set forth in the Facilities Standards Manual.

Modification Request: Permit single family detached dwelling units, quadruplex dwelling units, and duplex dwelling units to be served by streets designed and constructed to private street standards set forth in the Facilities Standard Manual.

Section 1-205(A): No structure requiring a building permit shall be erected upon a lot which does not provide frontage onto a Class I, II or III road or private access easement.

Modification Request: Permit single family detached, single family attached duplex, and single family attached quadruplex dwelling units to be erected on lots with frontage on a Class III road or private access easement.

ZMOD-2020-0006

Sec. 1-205(A)(1): New access points to arterial or major collector roads shall be limited to locations at existing median breaks, planned median breaks or other locations approved by Loudoun County or VDOT.

Modification Request: Permit a new private access point to a major collector road, Braddock Road, at a location where there is no existing or planned median breaks or other location approved by Loudoun County or VDOT.

ZMOD-2020-0007

Table 5-1102: Single Family Attached Dwelling Unit: 3.0/dwelling unit in all districts except that at least .5 spaces/unit will be accommodated by off lot parking spaces.

Modification Request: Allow the three required parking spaces, including the 0.5 per unit space required to be off lot, per single family attached duplex dwelling unit to be provided on lot.

ZMOD-2020-0017

Sec. 5-200(B)(5): Permitted Structures in Required Yards.

Modification Request:

(a) Modify Section 5-200(B)(5)(a) by reducing the minimum distance of non-habitable, one story accessory structures (garages) in conjunction with single family dwelling garages from the front of the lot from 60 feet to 18 feet across all the quadruplex lots.

(b) Modify Section 5-200(B)(5)(a) by reducing the minimum distance of non-habitable, one story accessory structures (garages) in conjunction with single family dwelling garages from the side of the lot from 25 feet to a minimum of 8 feet for the corner lots and 5 feet for lots adjacent to the open space parcels.

ZMOD-2020-0018

Sec. 5-1303(B)(4): Trees shall be planted at a rate of 1/50 linear feet along both sides of all areas dedicated for vehicular access.

Modification Request: Eliminate the requirement for trees to be planted at a density of one tree per 50 linear feet along both sides of all areas dedicated for use for vehicular access for certain streets.

ZMOD2020-0019

Sec. 7-803(B)(2): Lot and Building Requirements, Lot width: 14' minimum for interior units, 24' minimum for end units.

Modification Request: Lot width: 14' min. for interior units, 20' for end units within quadruplex blocks.

ZMAP-2019-0019
Hogan Kent Greene Proffer Statement
Page 24

EXHIBIT C
Hogan Kent Greene Design Guidelines



HOGAN KENT GREENE

DESIGN GUIDELINES
4 AUGUST 2020



TABLE OF CONTENTS

1.0 INTRODUCTION	3
1.1 Design Goals	4
1.2 Site Location	5
1.3 Pedestrian Connectivity	6
2.0 DESIGN GUIDELINES	7
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3.0 Architectural Pattern Book	23
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3.2 Unit Types	27
4.0 CONCLUSION	30

1.0 INTRODUCTION

Given the property's identification as Transition Compact Neighborhood in the 2019 Loudoun County General Plan ("The County Plan"), the applicant has proposed a compact, residential neighborhood to include an integrated mix of single family detached homes, duplex units, and quadruplex units, arranged with access to the active recreation greens. A significant portion of the site will be preserved as forested open space which will provide an environmental buffer to the east. This naturally vegetated area will provide ample opportunities for passive recreation and will be publicly accessible via an extensive network of trails that create a walkable community.

The County Plan describes the design characteristics that are essential in guiding the proposed development. Each of these areas is addressed within these Design Guidelines with precedent imagery, illustrative graphics and a specific narrative describing the elements of the proposed plan. To implement this vision, the Applicant proposes to rezone the property from TR1LF and TR3LF to R-8 ADU, all consistent with the County Plan.

ILLUSTRATIVE PLAN



1.1 Design Goals

The Hogan Kent Greene Design Guidelines are intended to be a framework for development to be used by developers, stakeholders, and municipalities, during the design process and implementation phase of the project. This document should be utilized as guiding principles for the vision of the community and to aid in the implementation of that design. The Design Guidelines aim to be prescriptive enough to create a framework for design but flexible enough to allow for creativity and innovation in design. In the event there is a conflict, the requirements of the Zoning Ordinance and the proffer commitments the CDP shall supersede these Design Guidelines.

These guidelines address the following topical areas:

- Building Orientation and Setbacks
- Typical Street Sections
- Building Design and Facades
- Street Furnishing and Lighting
- Parks, Open Space, and Active Recreation
- Conversation Areas
- On-Street Parking
- Sidewalks
- Street Trees and Landscape

- A development that creates a neighborhood for its residents, through a plan that is pedestrian friendly and provides usable recreation amenity spaces.
- Ensure community longevity through the design of neighborhoods that will endure over time.
- Create visual interest throughout the development by implementing thoughtful architectural design, landscaping natural spaces and public spaces.



1.2 Site Location

Hogan Kent Greene is located in Loudoun County. The project is comprised of three parcels (MCPI#’s 206-26-3209, 207-46-1171, and 206-16-1540), totaling 37.63 acres, and is located south of Braddock Road between Gum Springs Road and Northstar Boulevard. The project is bordered to the south and east by single family housing (PDH3 zoning), across Braddock Road to the north by

single family housing (PDH4 zoning), to the west by single family housing (PDH4 zoning) and Pinebrook Elementary School. The property is within the limits of the 2019 Loudoun County General Plan, located in the Transition Policy Area, identified as the Transition Compact Neighborhood.

KEY MAP

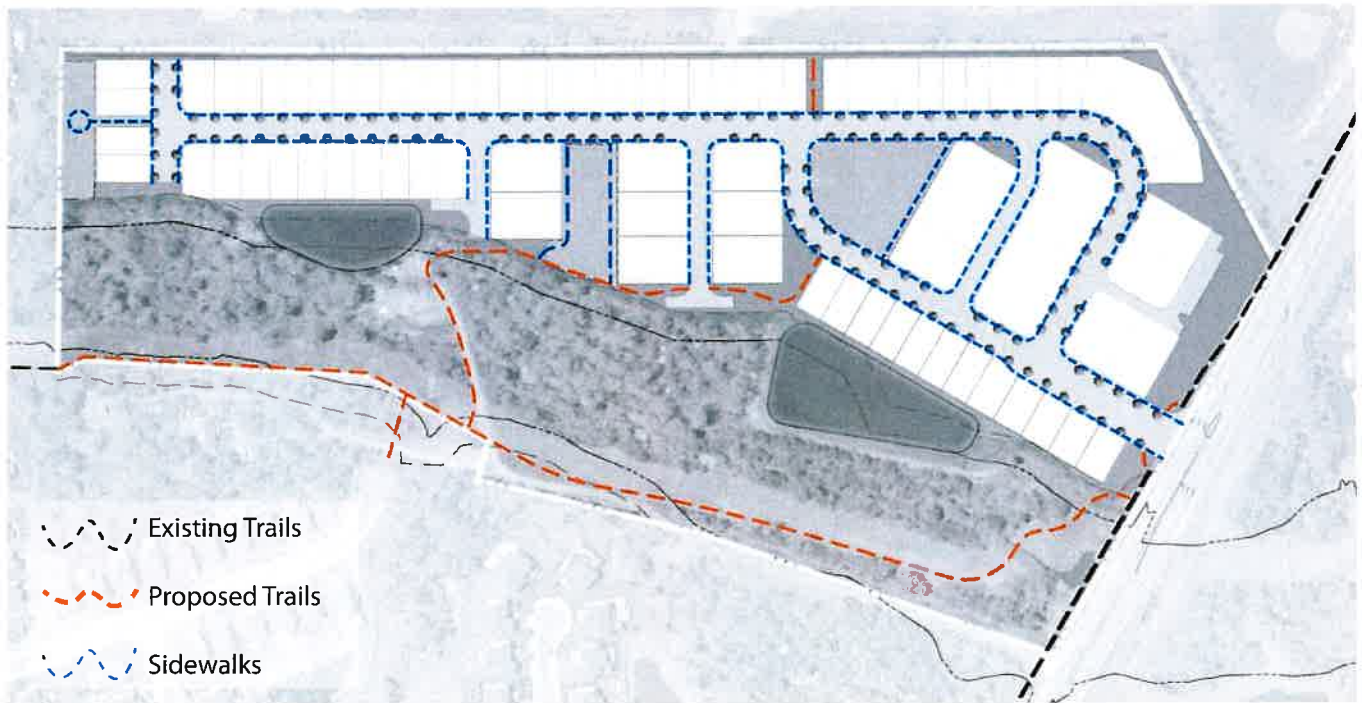


1.3 Pedestrian Connectivity

Hogan Kent Greene will strive to create a community with a safe and comfortable walking environment. On the interior of the site, sidewalks will connect residents to recreational amenities, as well as providing access between homes, parking and the adjacent properties. The interior sidewalks are connected to a trail system that connects to Braddock Road and the forested open space areas. The trail will be 8' in width and provide small seating areas with benches at key locations. Accessible routes will be implemented throughout the community to provide access for people of variable abilities. Sidewalks will provide adequate illumination to create a safe pedestrian experience.



PEDESTRIAN NETWORK



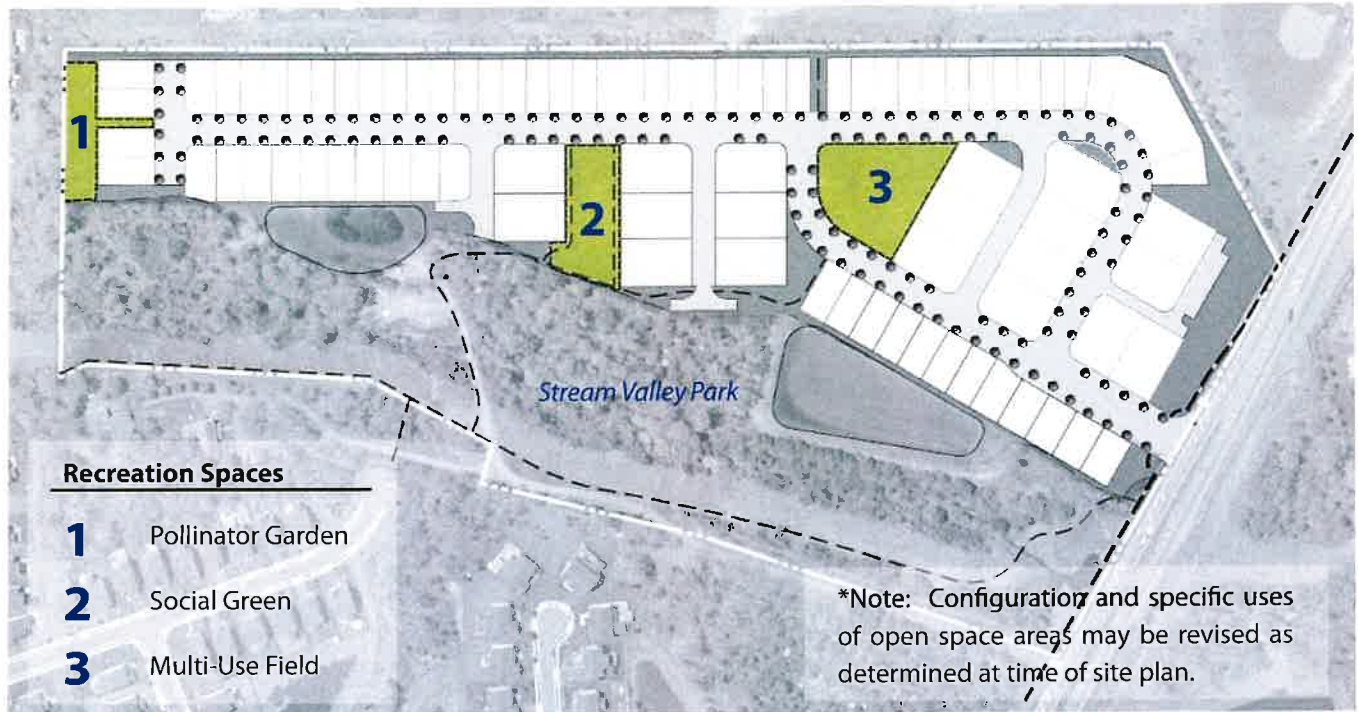
2.0 DESIGN GUIDELINES

2.1 Open Space Overview

- Residential buildings are arranged to form outdoor spaces for pedestrian activity in key locations. Recreation amenity areas are programmed with elements to promote community gathering.
- Pedestrian sidewalks and trails connect residents to the gathering spaces.
- The programmed spaces incorporate a diverse palette of landscaping to create a year-round visual interest and provide canopy shade coverage.



OPEN SPACE KEY MAP



Stream Valley Park

This open space is designed to protect the existing natural resources and stream that traverse it. This open space area will include informal permeable asphalt pathways which link Braddock Road and the adjacent communities. The informal pathways are intended to allow the residents ways to meander through this wooded natural area to bird-watch, take photographs and generally enjoy the natural setting. Benches will be provided throughout the park. Interpretive signage will be provided along the internal trail. These signs will provide informative and educational content that will be beneficial for residents and visitors.



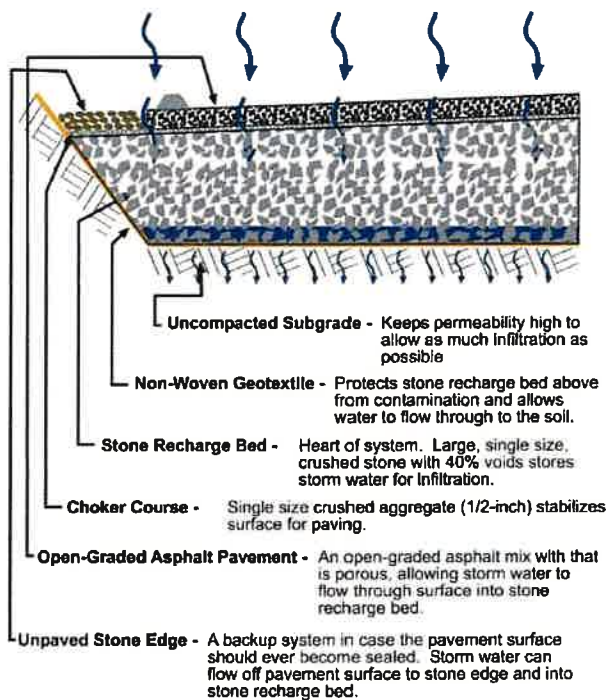
Trail Network

An extensive trail network will link the sidewalk system with the surrounding natural features of the community. The trails will provide access for walkers, runners, parents with strollers and bicyclists to travel through the forest, and open space. Seating areas and widened trail sections may be provided at specific waypoints where there are interesting viewsheds or potential activity areas.

While many of the trails will be constructed of pervious paving, in select and appropriate areas, the trails may employ short sections of boardwalk. The boardwalk sections may be constructed of composite wood to reduce future maintenance costs. Trail head markers may be provided at main entrance points and will include a general map and directional cues for the various activity areas. At intermittent points along the trail, there may be fitness stations for exercise enthusiasts, educational signage for wildlife lovers, interpretative signage describing some of the historic events and/or landmarks, describing birds, flora, and fauna.



The Stream Valley Recreational Trail shall be constructed of pervious paving, which provides a sustainable surface that will conserve water, reduce runoff, promote infiltration which cleanses stormwater and protects our streams and other natural resources. The standard permeable asphalt pavement section consists of:



Source: National Asphalt Paving Association

- An uncompacted subgrade to maximize the infiltration rate of the soil.
- A geotextile fabric that allows water to pass through, but prevents migration of fine material from the subgrade into the stone recharge bed.
- A stone recharge bed consisting of clean single-size crushed large stone with 40% voids. This serves as a structural layer and also temporarily stores stormwater as it infiltrates into the soil below.
- A stabilizing course or “choker course” consisting of clean single-size crushed stone smaller than the stone in the recharge bed to stabilize the surface for paving equipment.
- An open-graded asphalt surface with interconnected voids that allow stormwater to flow through the pavement into the stone recharge bed.



Signs will be posted at trailheads to warn not to seal the pavement or use sand or other abrasives for snow and ice conditions. Signs may also include educational information regarding the advantages of pervious paving.

Recreation Space: Multi-Use Field

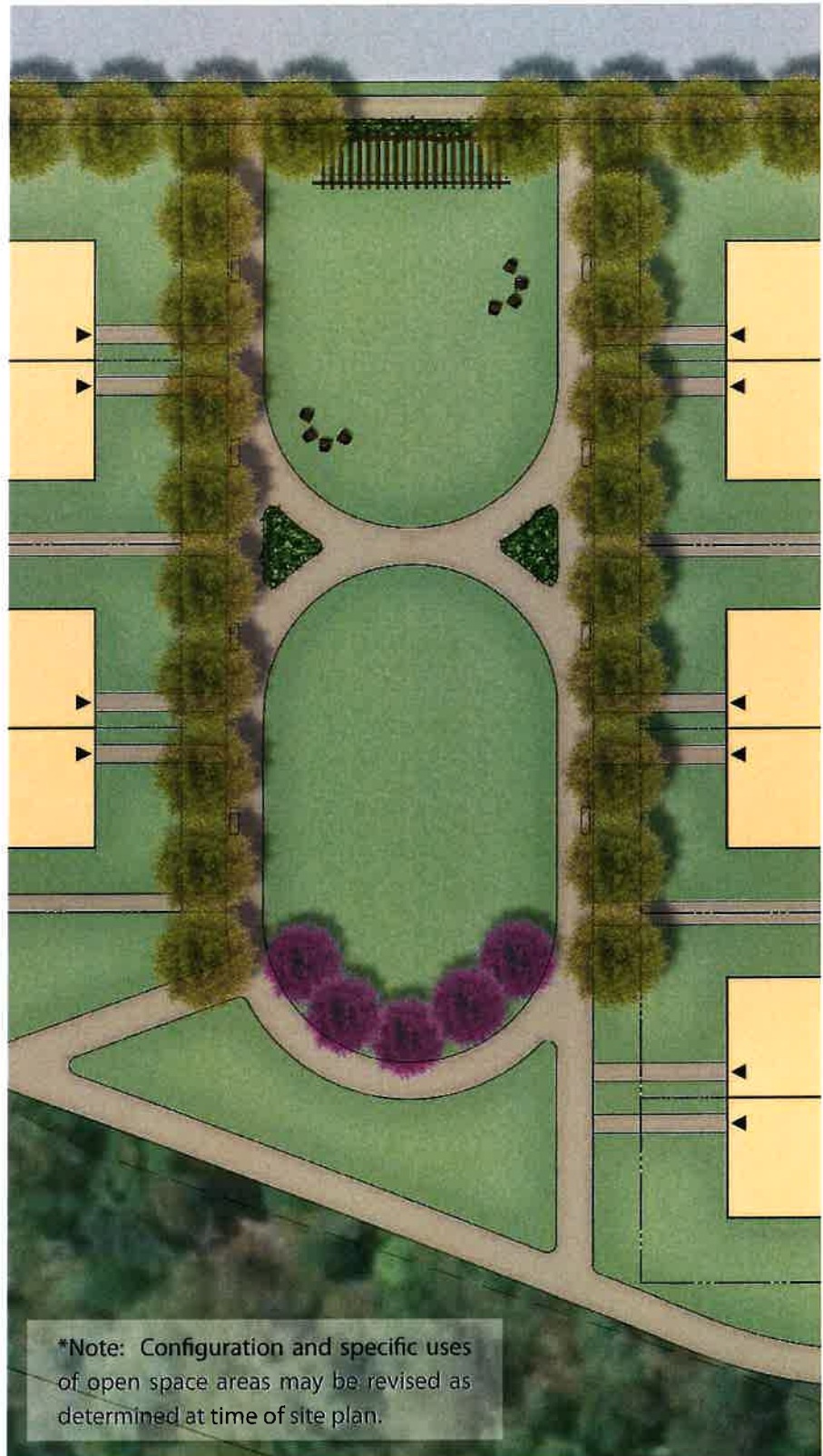
This area serves as a multi-purpose gathering area for residents of all ages. The internal pedestrian network connects to the perimeter sidewalks and adjacent unit lead walks. The internal walkways define the various use areas yet still allow for the entire space to be used for larger events.

A tot lot with benches and at least two (2) pieces of composite equipment provide play opportunities for children of various ages. The tot lot surface is comprised of engineered mulch to provide the required safe fall area. A picnic area with grills also allows this area to be used for birthday parties and social events.



Recreation Space: Social Green

This area serves as a linear park that links the internal travelways to the Stream Valley Park. The internal sidewalks connect to the adjacent unit lead walks. One potential improvement for this recreation area is a trellis shade structure. The overhead structure would provide partial shade over the paved seating node adjacent to the sidewalk. Groupings of Adirondack chairs will be installed to promote smaller group social interactions or for adults to rest and enjoy watching their children participate in active recreation.



Recreation Space: Pollinator Garden

These garden areas will include benches to create a unique, passive gathering area. The landscaping within the park may be installed as a sensory garden providing a wide variety of plant material to highlight the differences in sight, smell and texture. A variety of plant species, with an emphasis on natives, will provide year-round seasonal interest while fostering habitat for birds and other pollinators.



2.2 Landscape

Overview of Landscape Guidelines

Landscaping in Hogan Kent Greene will assist in the definition of space and community identity, to soften the vertical space, and provide a comfortable pedestrian experience. Benefits of a well-designed landscape include helping to manage stormwater, reduce heat island effects, provide shade and protection of non-vehicular travelers, buffer dissimilar uses, and dramatically improve the aesthetics of the community.

Large canopy trees and understory trees will be located along edges of amenity areas and in buffers. Buffers are areas that are planted in a naturalized manner, and provide an edge to the community. These areas can include a wide variety of plantings to create a dense, layered effect. Conversely, street plantings are laid out in an organized manner. Multiple species of trees will be planted in groups or an alternating pattern along streets to help improve the long-term health and stability of the tree canopy.

All trees planted in common areas, including developed common amenity areas, will include native species. Shrubs, ornamental grasses and perennials planted in recreational amenity areas, common open space and buffers will include native species but may include other non-native, regionally appropriate species that provide year-round interest and aesthetic value. The proposed plant palette included in the Design Guidelines is not intended to be exclusive and is provided to illustrate the general character and diversity of plantings. Additional native tree species



not listed may be included with final design.

With respect to wetlands, wildlife habitat, native vegetation, and the like, the community includes significant enhancements. Replanting areas provided to mitigate encroachment into the River and Stream Corridor Resources (RSCR) management buffer will consist of native reforestation. Exclusive of these replanting areas, existing non-forested areas within open space that include non-native grasses will be reclaimed and planted with native meadow mix that includes pollinator plantings.

Buffer plantings will be provided in accordance with Loudoun County Zoning Ordinance (ZO) and Facilities Standards Manual (FSM) requirements, unless noted otherwise. Plantings supplemental to the minimum required plantings may be provided, particularly around building foundations and in amenity areas. Measures will be taken to utilize landscaping to provide sufficient visual buffers from roadways, alleys, and mechanical equipment (such as electrical transformers and air conditioning units).



Minimum Size Requirements and Planting Standards

Unless specifically noted otherwise, street trees will be provided in accordance with Z.O. Section 5-1304(B)(4). The following guidelines will be implemented for placement of street trees (large and medium shade trees) along roadways:

- Street trees will be spaced regularly throughout the available planting area. Street trees will be spaced at a minimum of 25 feet on center to allow for canopy growth.
- Street trees may not be provided along private street types PS2 and PS3 given the curb cuts for driveways limiting the room for trees.
- Street trees will be a minimum of 2" caliper at time of planting.

Quantities required for buffer plantings will be provided in accordance with the County standards, the CDP and these Design Guidelines. Plant material and plant types will utilize species listed in the FSM and the Design Guidelines. Trees will not be planted closer than 3' from curbs or pavement.

Plant size is an important consideration in creating a safe and secure street environment. When considering the location and size of plant material, vehicular and non-vehicular sight triangles will be maintained according to appropriate engineering standards. At crosswalks, the maximum height of shrub material will be no more than 30 inches from the top of the adjacent roadway. Similarly, plants more than 30 inches in height will not be located within the sight triangle of driveways measured from the adjacent roadway.

No landscape will be successful without adequate maintenance, and certain plants require more attention than others. For understory plantings, plants that are both hardy to urban conditions and regionally appropriate for the area will be used. Amenity areas will require a higher level of maintenance as the plantings selected will create a more manicured appearance. The buffer areas will maintain a naturalized appearance as they are intended to create a dense barrier that will screen views. Street trees and shrubs will be trimmed to maintain the appropriate sight distance.



Plant Palette

Large Shade + Evergreen Trees

BOTANICAL NAME	COMMON NAME	SUGGESTED USE	NATIVE
<i>Acer rubrum</i>	Red Maple	Street Tree, Parks, Naturalize	Y
<i>Celtis occidentalis</i>	Hackberry	Parks	Y
<i>Cladrastis kentukea</i>	American Yellowwood	Buffers, Parks, Naturalize	Y
<i>Fagus grandifolia</i>	Beech	Buffers, Naturalize	Y
<i>Ilex opaca</i>	American Holly	Screens, Parks	Y
<i>Juniperus virginiana</i>	Eastern Red Cedar	Screens, Buffers	Y
<i>Liquidambar styraciflua</i>	Sweetgum	Parks	Y
<i>Liriodendron tulipifera</i>	Tulip Poplar	Parks, Naturalize	Y
<i>Nyssa sylvatica</i>	Black Tupelo	Buffers	Y
<i>Pinus echinata</i>	Shortleaf Pine	Naturalize	Y
<i>Pinus taeda</i>	Loblolly Pine	Buffers	Y
<i>Platanus occidentalis</i>	American Sycamore	Buffers, Parks	Y
<i>Quercus alba</i>	White Oak	Parks, Naturalize	Y
<i>Quercus bicolor</i>	Swamp White Oak	Parks, Naturalize	Y
<i>Quercus coccinea</i>	Scarlet Oak	Parks, Naturalize	Y
<i>Quercus palustris</i>	Pin Oak	Parks, Naturalize	Y
<i>Quercus phellos</i>	Willow Oak	Street Tree, Parks, Naturalize	Y
<i>Quercus rubra</i>	Red Oak	Parks, Naturalize	Y

*Note: The plant palette is not intended to be exclusive and is provided to demonstrate the general character and diversity of species. Additional native shade and evergreen tree selections not listed may be included with final design.



Understory Trees + Shrubs

BOTANICAL NAME	COMMON NAME	SUGGESTED USE	NATIVE
<i>Amelanchier canadensis</i>	Serviceberry	Naturalize, Parks, SWM	Y
<i>Aronia arbutifolia</i>	Red Chokeberry	Parks, Naturalize	Y
<i>Betula nigra</i>	River Birch	Parks, Buffers, Naturalize	Y
<i>Callicarpa americana</i>	Beautyberry	Borders, Naturalize	Y
<i>Carpinus caroliniana</i>	Hornbeam	Buffers, Naturalize	Y
<i>Cephalanthus occidentalis</i>	Buttonbush	Naturalize, SWM	Y
<i>Cercis canadensis</i>	Eastern Redbud	Eastern Redbud	Y
<i>Chionanthus virginicus</i>	Fringe Tree	Naturalize, Parks	Y
<i>Cornus amomum</i>	Silky Dogwood	Naturalize, Parks	Y
<i>Cornus florida</i>	Dogwood	Naturalize, Parks	Y
<i>Hamamelis virginiana</i>	Witch Hazel	Naturalize, Parks	Y
<i>Ilex verticillata</i>	Winterberry Holly	Parks, SWM	Y
<i>Itea virginica</i>	Virginia Sweetspire	Naturalize, SWM	Y
<i>Kalmia latifolia</i>	Mountain Laurel	Borders, Naturalize	Y
<i>Magnolia virginiana</i>	Sweetbay Magnolia	Specimen, Parks, Naturalize	Y
<i>Sambucus canadensis</i>	Common Elderberry	SWM	Y
<i>Taxodium distichum</i>	Bald Cypress	Buffers, Parks	Y
<i>Viburnum dentatum</i>	Arrowwood Viburnum	Buffers	Y
<i>Viburnum nudum</i>	Possumhaw Viburnum	Buffers	Y
<i>Viburnum prunifolium</i>	Black Haw Viburnum	Buffers	Y

*Note: The plant palette is not intended to be exclusive and is provided to demonstrate the general character and diversity of species. Additional native understory trees and native and/or regionally appropriate shrub selections not listed may be included with final design.



2.3 Landscape Areas

Streetscape / Parking

A consistent tree canopy throughout the streetscape will create the appearance of the street corridor. Streetscape plantings will primarily consist of large, native canopy trees that are limbed up per standard pruning practices and as required to provide a safe environment. Street trees buffer homes from traffic, which creates a comfortable experience for both motorists and pedestrians. Additionally, they create an identity for the community and have an aesthetically pleasing effect.



SWM Facilities

The banks of proposed SWM facilities will be planted, where appropriate, with a native meadow and wildflower mix that will include pollinator species. These natural meadows reduce maintenance for the HOA and provide an attractive natural feature.



Buffers

Buffers are areas of land set aside as a place to provide vegetation that will create a visual screen between two differing land uses, composed of a variety of native trees and a biodiverse mix of shrubs. These buffers create a dense barrier that screens views, provides visual interest, and creates habitat for wildlife. The width of the buffer may be variable to meet County requirements and those defined within the Design Guidelines.



Amenity Areas

Throughout the community will be amenity areas which will reinforce the feeling of community and provide opportunities for social gathering. These spaces will be located in areas that are well-utilized and convenient to access. Plantings will include native ornamental trees, as well as shrubs, and accent perennials designed to create an aesthetically pleasing and comfortable environment for the community.



2.4 Streetscape Elements

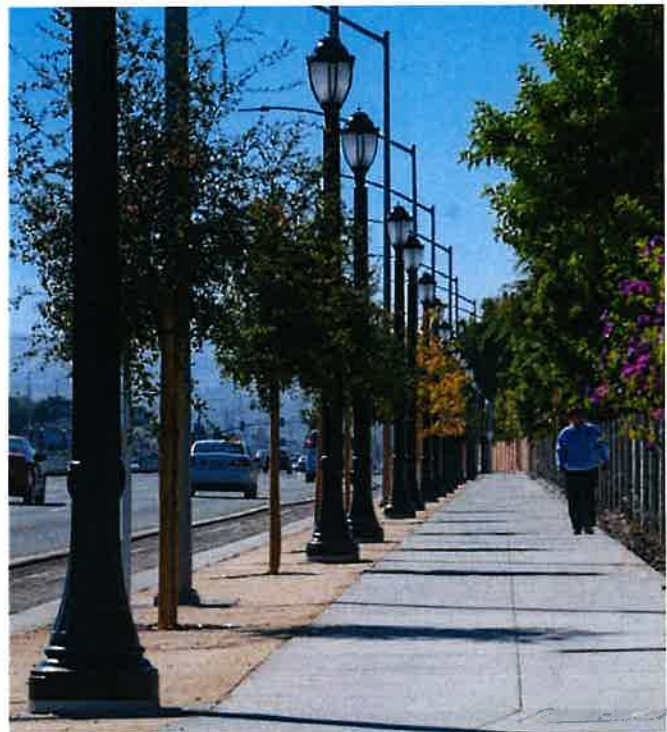
Site Furnishings

- Street furniture will be used to promote a pedestrian friendly streetscape
- Street furniture integrated with usable public gathering spaces and along sidewalks support pedestrian life along streets and elevates the quality of the streetscape by providing places for people to sit and gather, deposit litter and store bicycles.
- Site furnishings and pet waste stations are of a similar style and quality and used to create a cohesive streetscape within the neighborhood.
- Color of the selected furnishings is compatible to the overall color palette of the neighborhood.



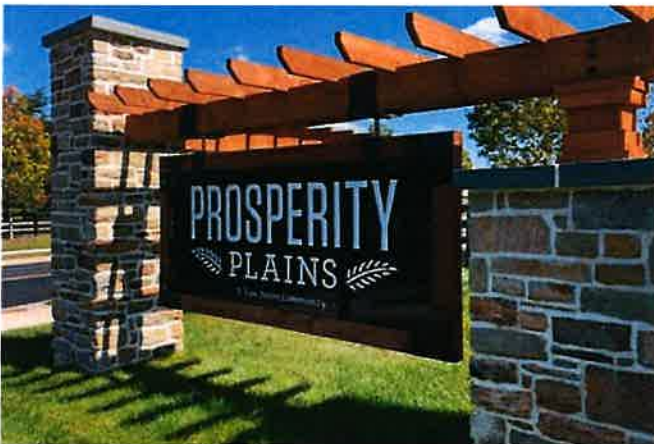
Lighting

- All lighting shall conform to the Lighting Standards set forth in the Zoning Ordinance and FSM Section 7.120 of the Loudoun County Facilities Standards Manual. All lighting will be shielded, full cut-off luminaires to minimize light trespass and meet dark sky requirements.
- Pedestrian level lighting is used to complement the roadway and streetscape lighting and to emphasize safe sidewalks and amenity areas.
- All sidewalks and amenity areas will be illuminated.
- Forested open space areas with natural-surface trails are generally intended for use during daytime hours and will not provide illumination. Trailheads and selected areas may provide illumination.



Signage

- Signage will maintain a consistent design throughout the community and support the overall character of Hogan Kent Greene.
- Consideration will be made for colors that provide reflectivity and are visible at all hours of the day / night.
- All signage will be in accordance with Section 5-1200 of the Loudoun County Zoning Ordinance or as modified with a Sign Development Plan (SIDP).



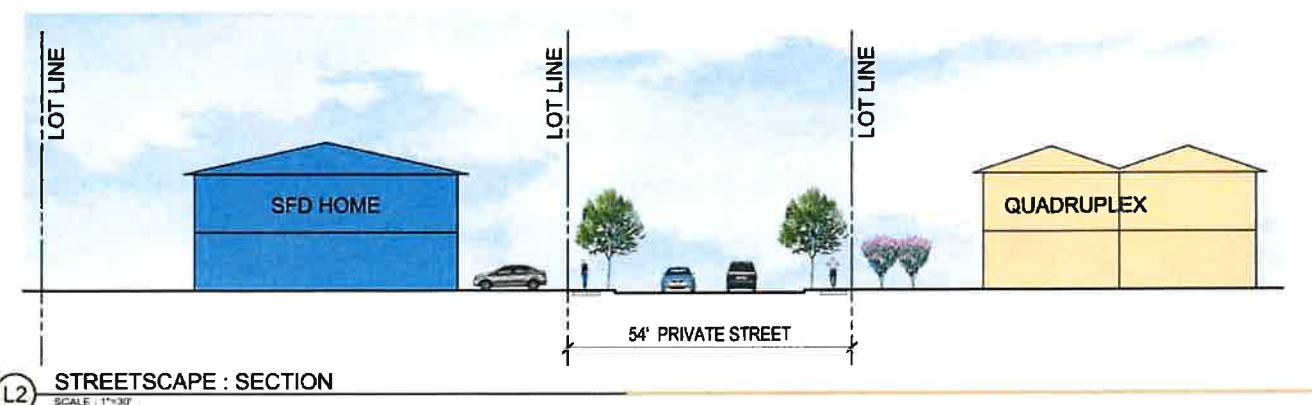
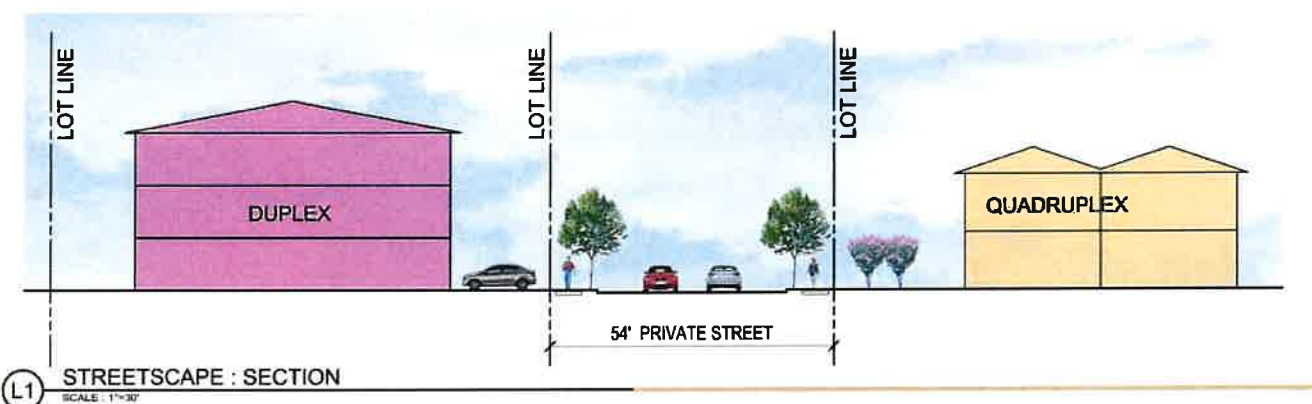
Sidewalks

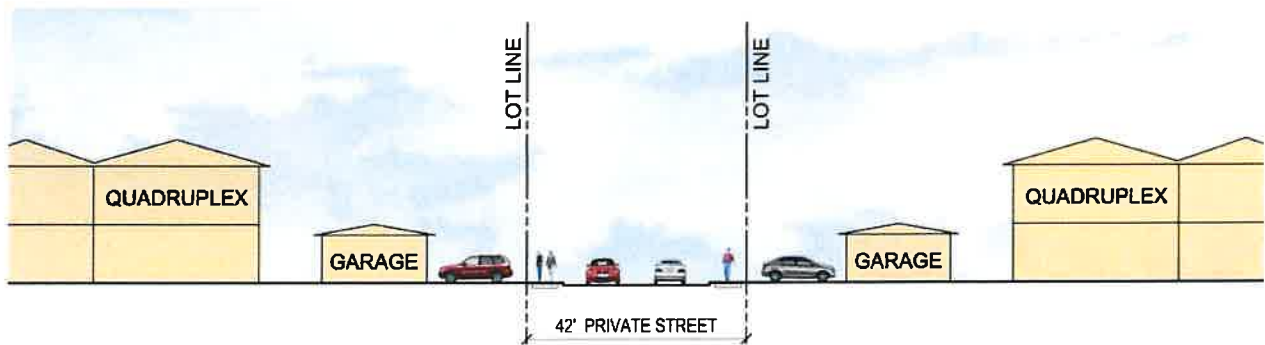
- Minimum 5 foot wide pedestrian sidewalks will be provided adjacent to internal roadways.
- Sidewalks and trails provide connection from residential units to public gathering spaces, adjacent communities, and amenities.
- The pedestrian network from the internal roadways will provide pedestrians a safe and continuous walking path along sidewalks and trails to the adjacent Pinebrook Elementary School.



Typical Street Sections

- These sections illustrate the relationship of homes, roadway and open space within the community and to the adjacent properties. These sections show how the project will organize the project elements to provide buffering and connection to the surrounding community.





L3 STREETScape : SECTION
SCALE 1"=30'

On-Street Parking

- Parallel parking is provided on the internal street grid to provide ample overflow parking for residents and visitors.
- Parallel parking minimizes the visual impact of large head-in surface parking areas.
- Parking is located mid-block to allow for safe pedestrian crossings at internal street intersections.
- Presence of parallel parking on internal street grid encourages reduced vehicular speed for pedestrian safety.



3.0 Architectural Pattern Book

3.1 General Guidelines

In order to have a cohesive overall character for the community, a consistent design concept will be implemented for the building architecture, through a like palette of materials, colors, and architectural styles. To create visually engaging buildings, slight variations within the facades will be incorporated. These can include, but are not limited to; variation in wall planes, roof lines, detailing, and addition of architectural elements such as balconies, canopies, gables, dormers and awnings. Building materials will include, but are not limited to; vinyl siding and trim, brick, and stone. All paint colors will be complimentary to one another and to the other building materials.

Building Design

Building design will consider the pedestrian experience, and provide a proportional relationship between the buildings, landscape, and street to create a pleasant user experience. Buildings will also provide interest at pedestrian eye-level, such as accent brick, decorative trim, and overhangs. All units will have an individual entrance to provide identity to the unit.

Building Orientation and Setback

- All Single Family Detached and Duplex units are oriented with the primary front façade facing an internal private street with parallel parking, sidewalks and lead walks.
- The common areas between the building façade and the sidewalk will be landscaped. Street lights in these areas will provide adequate illumination for pedestrian safety.
- Quadruplex unit garages will be oriented towards a private street to minimize visibility from the internal roadway system.



Lot Layout Standards

- **Accessory Structures:** Shall be located on the rear half of the lot and shall meet all side and rear yard setbacks. Detached garages could be designed to accommodate an accessory dwelling unit in the future if the zoning ordinance allows.
- **Building Height:** Maximum building height is 40 feet for single-family detached homes and 45 feet for single family attached units.
- **Driveways:** Driveways will be a minimum of 18' long to provide off-street parking.
- **Mechanical, electrical and Utility Equipment:** All mechanical and electrical equipment for each house shall be located rear of the front of the main mass of the residential structure, and shall be screened from view from any public travel way by architectural treatment, landscaping or both.



Architectural Standards

Garages: All attached garages shall be integrated into the architectural design, and consist of the same quality of material and finish as, the principal structure. Attached garage foundation water tables must be of the same material as the main structure. Detached garages shall be of consistent character as the principal structure.

Consistent Design: Each home shall be designed so that every face of the building is consistent with the selected architectural style, with similar siding materials or veneers utilized on every building face, and similar window size and placement, and door trim elements, on all building elevations. This does not preclude the use of different materials on a building projection or foundation, or a change of materials at a chimney or other projection, where historically such a change in materials might be found.

Decks and Patios: Decks, patios and balconies should generally be located in rear yards. Decks, porches and railings shall be painted, stained or left natural depending on the architectural style, color combinations and detailing of the home as well as visibility from any public street.





Doors: Shall be painted or stained wood, fiberglass or steel with raised panel profiles. Transoms and sidelights shall have true divided lights or simulated divided lights with mullions. Garage doors shall be wood, fiberglass, or aluminum and shall be painted or stained.

Exterior Colors: Building wall shall be one color per material used. Paints for masonry applications shall have a flat finish. All exterior wood siding shall be painted or stained. Trim (balcony and porch posts, rails, window trim, rafter tails, etc.) shall be painted to compliment the main color of the building. An accent color, for items such as the front door, balusters, trim, and shutters, may be used.



Fencing: Fencing will be contextually appropriate. Fences may be constructed of natural wood, 3 or 4-rail split, wrought iron, composite materials, or PVC (of simulated wood appearance). Fences made of wood must be of natural color, constructed with the finished side facing out, and properly maintained. The design of the fence installation may include brick, stone, or stucco piers at corners and significant changes in direction. The bottom of installed fences may either step with or be parallel to ground in cases of steep slopes. The bottom of the boards must be 4" from the ground to allow for drainage.



Foundation: Brick or stone water table is required on the front of all residential structures constructed on corner and interior lots when the exposed basement wall masonry is greater than 12 inches in height. The water table requirement may be waived if the water table is not visible from the street when screened by landscaping.

Gutters and Downspouts: Gutters and downspouts must be painted to match the color of the surface to which they are attached or painted the house trim color. Downspouts shall be placed on the corner of houses on the façade least visible from the street and/or integrated as a feature within the façade at non-corner locations.

Mailboxes (SFD): Single family detached homes will have mailboxes that will be uniform block by block and should be located at the curb immediately adjacent to the driveway or lead walk.

Mailboxes: Duplex and Quadruplex shall be standard USPS designed “gang” boxes and installed at locations as mutually agreed upon by the builder and the USPS.

Trim: Exterior architectural trim shall be suitable for a painted finish or prefinished. Stone or cast stone trim details may be used. Metal elements shall be natural colored galvanized steel, anodized or ESP aluminum, marine-grade aluminum, copper, cast iron, or wrought iron. All corner trim shall be a minimum width of 3 inches.



3.2 Unit Types

Single Family Detached Homes



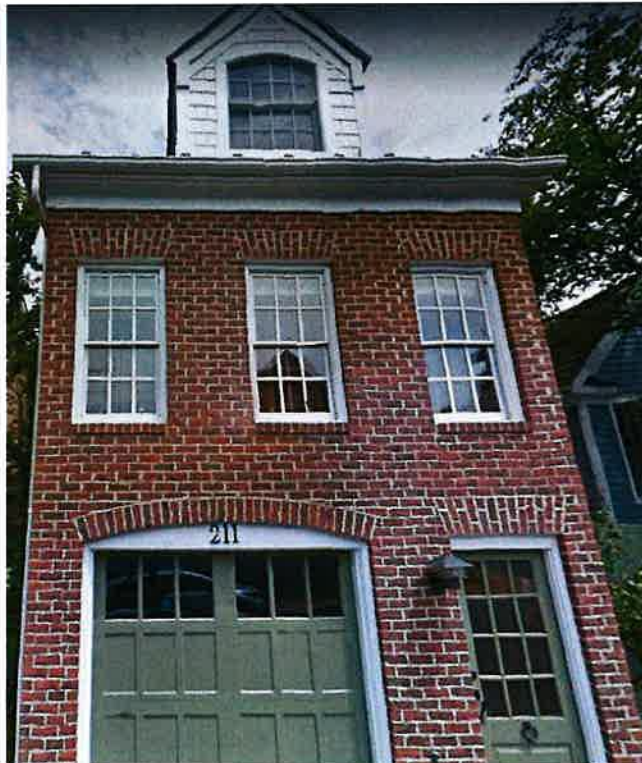
Single Family Attached Duplex Units



Single Family Attached Quadruplex Units



Accessory Dwelling Unit over Garage



4.0 CONCLUSION

The Hogan Kent Greene Design Guidelines are intended to establish protocol as creative framework during the design process. They should be used as guiding principles to implement the vision of Hogan Kent Greene as a cohesive, high-quality, attractive neighborhood community. These Design Guidelines aim to be prescriptive enough to accommodate ideas which may arise during future implementation and flexible enough for creativity and innovation through the project's lifespan.

ZMAP-2019-0019
Hogan Kent Greene Proffer Statement
Page 25

EXHIBIT D

**Landscape Enhancements
Kirkpatrick Farms Community Association, Inc. Common Area**

Illustrative Buffer Plan:
Typical Lots (4 - 11)



Illustrative Buffer Plan:
Lots 1 - 3



Evergreen Tree - White Pine



Evergreen Shrub - Viburnum rhyt



PROPOSED PLANT SPECIES ARE NOT EXCLUSIVE AND MAY INCLUDE OTHER FAST-GROWING EVERGREEN VARIETIES.

LOCATIONS OF PROPOSED PLANTINGS TO BE COORDINATED WITH EXISTING PLANT MATERIAL TO REMAIN. TOTAL PLANTINGS WILL BE APPROXIMATELY 100 TREES AND SHRUBS.



Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing



Virginia Housing Free Housing Education Acknowledgement

I _____, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here www.virginiahousing.com/renters.

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: _____ Resident

Signature: _____ Date:

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
David T. Pryzwansky
The Pryzwansky Law Firm, P.A.
1130 Situs Court, Suite 244
Raleigh, NC 27606

RIGHT OF FIRST REFUSAL AGREEMENT
Braddock Terrace

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of March 9, 2022 by and among **BRADDOCK TERRACE VA LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **SOUTHEASTERN HOUSING PRESERVATION INC**, a North Carolina non-profit (the "Grantee"), and is consented to by **FITCH IRICK AFFORDABLE LLC**, a North Carolina limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [[_____]_____] limited liability company (the "Investor Member") and **[[_____] SPECIAL LIMITED PARTNER, L.L.C.**, a [_____]_____] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of an 20-unit apartment project for families located in Loudoun County, Virginia and commonly known as Braddock Terrace (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the

price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and

(ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for

similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in the [____], Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an “option to purchase” pursuant to Section 42(i)(7) of the Code as opposed to a “right of first refusal” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(iii) If to the Grantee, [_____], _____; and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary: Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

INVESTOR MEMBER:

[INVESTOR ENTITY], a
[] [] limited liability company

By: []

By: _____

SPECIAL MEMBER:

[] [] **SPECIAL LIMITED
PARTNER, L.L.C.**, a [] [] limited
liability company

By: [], LLC, a [] []
limited liability company, its manager

By: _____

STATE OF _____)
)
CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared [], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [], the manager of [Investor Entity], a [] limited liability company, and [] **Special Limited Partner, L.L.C.**, a [] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

EXHIBIT A

LEGAL DESCRIPTION

[insert legal]

Braddock Terrace includes the twenty (20) lots known as Lots 101 through 116 and 129 through 132, as shown on the draft drawing entitled "Record Plat, Phase 1, Hogan Kent Greene, Blue Ridge Election District, Loudoun County, Virginia" dated October 10, 2021,

Tab W:

Internet Safety Plan and Resident Information Form (if internet amenities selected)

RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities

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

Rules of Operation

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

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

By: _____

Name (Print):

Date

BRADDOCK TERRACE

INTERNET SECURITY PLAN

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

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



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



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

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

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

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

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

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



Think before you click



Do you know who sent that email?



Passwords

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

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

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



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

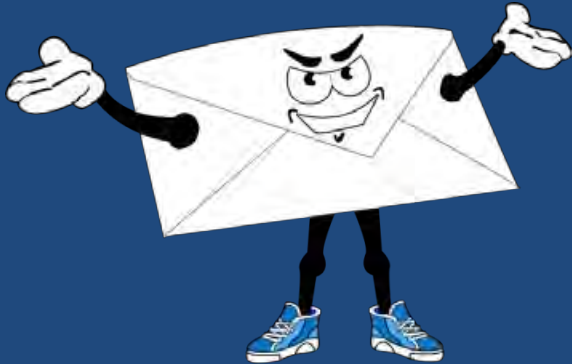
Spam



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/>



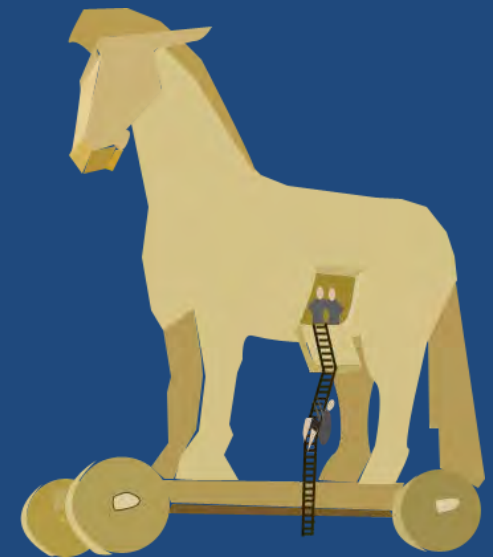
Trojan Horse

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. 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

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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Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Braddock Terrace Apartments Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Braddock Terrace 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 Braddock Terrace Apartments. GEM Management, 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, GEM Management will be responsible for the development and management of community and resident services program.

I. Affirmative Marketing

GEM Management 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. GEM Management, 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 GEM Management.

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

GEM Management 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:

- **Area Center for Independent Living (703-957-1800)**
- **Virginia Board for People with Disabilities (804-786-0016)**
- **Virginia Department for Aging and Rehabilitative Services (703-722-4775)**

Centers for Independent Living

**Disability Resource Center (540-373-2559)
Access Independence, Inc. (540-662-4452)
Horizon Behavior Health (434-348-0030)**

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

Braddock Terrace Apartments will also be listed on the following websites:

www.virginiahousingsearch.com

www.hud.gov

www.craigslist.org

accessva.org

dbhds.virginia.gov

3. Print Media

Print media sources will also be identified in the Lynchburg 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.

- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the

Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.

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. GEM Management 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 YOUR 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 a birth certificate or other acceptable HUD approved form of documentation for all household members.
 - Applicants must complete the Application for Lease and all verification forms truthfully.
 - 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.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

This deal does not require
information behind this tab.

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

This deal does not require
information behind this tab.

Tab AA:

Priority Letter from Rural Development

This deal does not require
information behind this tab.

Tab AB:

Socially Disadvantaged Population
Documentation

This deal does not require
information behind this tab.