



Tab A:

Signed PDF of the Excel Application(MANDATORY)

2024 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than **12:00 PM** Richmond, VA Time On **March 14, 2024**

Tax Exempt Bonds

Applications must be received at Virginia Housing No Later Than 12:00 PM Richmond, VA Time for one of the two available 4% credit rounds- January 25, 2024 or July 18, 2024.



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

INSTRUCTIONS FOR THE VIRGINIA 2024 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 14, 2024**. 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 via your specific Procorem workcenter.

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
7. Developer Experience Documentation (PDF)

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. You may also use the drag function.
- ▶ 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
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717

Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
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2024 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) - Invoice information will be provided in your Procorem Workcenter |
| <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, 8609s 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 (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 Unit by Unit Matrix and Scope of Work narrative (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"/> | Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (MANDATORY) |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) (MANDATORY) |
| <input type="checkbox"/> | |
| <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: Third Party RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template (MANDATORY) |
| <input 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 checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY if Rehab) |
| <input type="checkbox"/> | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input checked="" type="checkbox"/> | K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input type="checkbox"/> | Tab M: <i>(left intentionally blank)</i> |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input type="checkbox"/> | Tab P: Zero Energy or Passive House documentation for prior allocation by this developer |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Utility Allowance Calculation |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being MOU |
| <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 |
| <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 checked="" type="checkbox"/> | Tab AB: Social Disadvantage Certification |

VHDA TRACKING NUMBER **2024-C-59**

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: **3/12/2024**

1. Development Name: **DRPI**

2. Address (line 1): **311 Chambers Street**
 Address (line 2):
 City: **Lynchburg** State: **VA** Zip: **24501**

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 **Lynchburg City**

5. The site overlaps one or more jurisdictional boundaries..... **FALSE**
 If true, what other City/County is the site located in besides response to #4?.....

6. Development is located in the census tract of: **7.00**

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

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

9. Development is located in a **Revitalization Area based on QCT** **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 household poverty rate of.....

	3%	10%	12%
	FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: **5**
 Planning District: **11**
 State Senate District: **8**
 State House District: **52**

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

The proposed first phase of the redevelopment of existing public housing in Lynchburg, VA. Project will consist of 67 low income housing tax credit units (one building, garden style).

15. Local Needs and Support

a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County

VHDA TRACKING NUMBER

2024-C-59

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/12/2024

Administrator of the political jurisdiction in which the development will be located:

Chief Executive Officer's Name: Wynter Benda

Chief Executive Officer's Title: City Manager Phone: 434-455-3990

Street Address: 900 Church St.

City: Lynchburg State: VA Zip: 24504

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

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: _____

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

Local Housing Authority Pool

b. If requesting Tax Exempt Bond credits, select development type:

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2024.

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, 2024, 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 2024 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

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

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

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

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

Total Units within 9% allocation request? [Redacted]

Total Units within 4% Tax Exempt allocation Request? [Redacted]

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. TRUE

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

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

a. Owner Name: DRPI, LLC

Developer Name: SHAG DRPI Developer, LLC

Contact: M/M Mr. First: Darren MI: J Last: Smith

Address: 1100 NW 4th Ave

City: Delray Beach St. FL Zip: 33444

Phone: (561) 859-8520 Ext. Fax:

Email address: dsmith@smithhenzy.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.
Michael Henzy, mhenzy@smithhenzy.com

- 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)**
 - c. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
 - d. 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. TRUE Indicate if at least one principal listed within Org Chart 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.

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

2. Developer Experience:

May select one or more of the following choices:

- FALSE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.
Action: Provide one 8609 from qualifying development.
- TRUE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)
Action: Provide one 8609 from each qualifying development.
- TRUE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.
Action: Provide documentation as stated in the manual.

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Option
Expiration Date: 12/1/2024

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. FALSE 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..... 12/1/2024 .
c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner.

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

3. Seller Information:

Name: Lynchburg Redevelopment & Housing Authority
Address: 1948 Thompson Dr.
City: Lynchburg St.: VA Zip: 24501
Contact Person: Mary E. Mayrose Phone: (434) 485-7220

D. SITE CONTROL

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

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

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

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

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig LLP	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington DC, 20005		
Email:	ehoffman@kleinhornig.com	Phone:	(202) 926-3400
2. Tax Accountant:	Joshua Northcutt	This is a Related Entity.	FALSE
Firm Name:	Tidwell Group	DEI Designation?	FALSE
Address:	1277 Lenox Park Boulevard, Suite 400, Atlanta, GA 30319		
Email:	joshua.northcutt@tidwellgroup.com	Phone:	(470) 273-6611
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Court, Midlothian, VA 231	Role:	
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
4. Management Entity:	Charee Russell	This is a Related Entity.	FALSE
Firm Name:	SPM LLC	DEI Designation?	FALSE
Address:	913 South Parsons Avenue, Suite A, Brandon, FL 33511		
Email:	chareer@spm.net	Phone:	(205) 639-5192
5. Contractor:	Tony Kegley	This is a Related Entity.	FALSE
Firm Name:	Coleman-Adams Construction Inc.	DEI Designation?	FALSE
Address:	1031 Performance Road, PO Box 368, Forest, VA 24551		
Email:	tkegley@coleman-adams.com	Phone:	(434) 841-8007
6. Architect:	Tom Liebel	This is a Related Entity.	FALSE
Firm Name:	Moseley Architects	DEI Designation?	FALSE
Address:	3200 Norfolk St, Richmond, VA 23230		
Email:	tliebel@moseleyarchitects.com	Phone:	(410) 539-4300
7. Real Estate Attorney:	Robert Cheng	This is a Related Entity.	FALSE
Firm Name:	Shutts & Bowen LLP	DEI Designation?	FALSE
Address:	200 S. Biscayne Blvd, Suite 4100, Miami, FL 33131		
Email:	rcheng@shutts.com	Phone:	(305) 415-9083
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

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, Unit by Unit Matrix and Appraisal.
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, when was the most recent year that this development received credits? **0**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**
Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

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

3. Rehabilitation Credit Information

F. REHAB 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 1 must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section 2 must be completed to obtain points for nonprofit involvement.

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

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... FALSE (If false, skip to #3.)

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

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

Name: [Yellow box]

Contact Person: [Yellow box]

Street Address: [Yellow box]

City: [Yellow box] State: [Yellow box] Zip: [Yellow box]

Phone: [Yellow box] Contact Email: [Yellow box]

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

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

G. NONPROFIT INVOLVEMENT

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 using Virginia Housing's template. (TAB V) Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: [Redacted]

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

Name of Local Housing Authority Lynchburg Redevelopment & Housing Authority

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

Action: Provide Homeownership Plan (TAB N) and contact Virginia Housing for a Pre-Application Meeting

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	67	bedrooms	159
Total number of rental units in development	67	bedrooms	159
Number of low-income rental units	67	bedrooms	159
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	67	bedrooms	159
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.....	95,964.00 (Sq. ft.)		
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	8,928.00 (Sq. ft.)		
f. Nonresidential Commercial Floor Area (Not eligible for funding).....	0.00		
g. Total Usable Residential Heated Area.....	87,036.00 (Sq. ft.)		
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space	100.00%		
i. Exact area of site in acres	3.952		
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.

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
1 Story Eff - Elderly	0.00	SF	0
1 Story 1BR - Elderly	0.00	SF	0
1 Story 2BR - Elderly	0.00	SF	0
Eff - Elderly	0.00	SF	0
1BR Elderly	0.00	SF	0
2BR Elderly	0.00	SF	0
Eff - Garden	0.00	SF	0

H. STRUCTURE AND UNITS INFORMATION

1BR Garden	912.42	SF	12	12
2BR Garden	1214.04	SF	18	18
3BR Garden	1465.79	SF	37	37
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			67	67

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)..... 2
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 3
- 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
- g. Indicate **True** for all development's structural features that apply:

i. Row House/Townhouse	<u>FALSE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>TRUE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>TRUE</u>	vii. Basement	<u>TRUE</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 ▶ Sloped
- j. Construction Type ▶ Frame
- k. Primary Exterior Finish ▶ Brick

4. Site Amenities (indicate all proposed)

- | | | | |
|------------------------------|--------------|------------------------|--------------|
| a. Business Center..... | <u>TRUE</u> | f. Limited Access..... | <u>FALSE</u> |
| b. Covered Parking..... | <u>FALSE</u> | g. Playground..... | <u>TRUE</u> |
| c. Exercise Room..... | <u>TRUE</u> | h. Pool..... | <u>FALSE</u> |
| d. Gated access to Site..... | <u>FALSE</u> | i. Rental Office..... | <u>TRUE</u> |

H. STRUCTURE AND UNITS INFORMATION

e. Laundry facilities.....	FALSE	j. Sports Activity Ct..	FALSE
		k. Other:	

l. Describe Community Facilities: Approx 2,000 SF community area which includes leasing offices

m. Number of Proposed Parking Spaces	73
Parking is shared with another entity	FALSE

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

If **True**, Provide required documentation (**TAB K2**).

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.

J. ENHANCEMENTS

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

- a. **New Construction:** must obtain 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. The HERS report should be completed for the whole development and not an individual unit.

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

ACTION: Provide RESNET rater certification of Development Plans (**TAB F**)

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

REQUIRED:

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

- TRUE** a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 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.
- FALSE** c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE** d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE** e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2024 Cycles*
- TRUE** g. Each unit is provided free individual broadband/high speed internet access.
(both access point categories have a minimum upload/download speed per manual.)
- 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 as defined in the manual
- or
- TRUE** l. Cooking surfaces are equipped with fire suppression features as defined in the manual
- 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.
- 100%** r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) - Provide documentation at **Tab F**.

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:

TRUE Earthcraft Gold or higher certification

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

FALSE LEED Certification

FALSE Enterprise Green Communities (EGC) Certification

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

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

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

TRUE Zero Energy Ready Home Requirements

FALSE Passive House Standards

FALSE Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at **Tab P**. See Manual for details and requirements.

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

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

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

100% of Total Rental Units

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

If not, please explain:

[Empty yellow box for explanation]

TAL

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

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	16	19	23	0
Air Conditioning	0	7	9	11	0
Cooking	0	6	8	9	0
Lighting	0	26	31	36	0
Hot Water	0	15	18	21	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$70	\$85	\$100	\$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

Action: Provide appropriate documentation (Tab X)

TRUE

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

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

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

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

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

FALSE

b. Any development in which ten percent (10%) of the total 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)
If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?
FALSE

K. SPECIAL HOUSING NEEDS

Action: Provide Permanent Supportive Housing Certification (Tab S)

b. The development has existing tenants and a relocation plan has been developed..... TRUE
(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, Budget 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: Lynchburg Redevelopment & Housing Authority

Contact person: Mary E. Mayrose

Title: Executive Director

Phone Number: (434) 485-7220

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: 37
% of total Low Income Units 55%

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

Download Current CMA List from VirginiaHousing.com

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

4. Target Population Leasing Preference

Unless prohibited by an applicable federal subsidy program, each applicant shall commit to provide a leasing preference to individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the total 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.

K. SPECIAL HOUSING NEEDS

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

First Name: Mary
 Last Name: Mayrose
 Phone Number: (434) 485-7220 Email: mmaryrose@lynchburghousing.org

5. Resident Well-Being (as defined in the manual)

Action: Provide appropriate documentation for any selection below (**Tab S**)

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

6. Rental Assistance

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

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

- TRUE Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.
- FALSE Section 8 New Construction Substantial Rehabilitation
- FALSE Section 8 Moderate Rehabilitation
- FALSE Section 811 Certificates
- TRUE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- TRUE Section 8 Vouchers
 *Administering Organization: LRHA
- 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: 25
 How many years in rental assistance contract? 20.00

K. SPECIAL HOUSING NEEDS

Expiration date of contract:	1/1/2045
There is an Option to Renew.....	TRUE

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

7. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units?	TRUE
If so, how many existing Public Housing units?	100

L. UNIT DETAILS

1. Set-Aside Election:

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

Note: In order to qualify for any tax credits, a development must meet one of three minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test), (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
8	11.94%	30% Area Median
4	5.97%	40% Area Median
25	37.31%	50% Area Median
30	44.78%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
67	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
8	11.94%	30% Area Median
4	5.97%	40% Area Median
25	37.31%	50% Area Median
30	44.78%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
67	100.00%	Total

b. Indicate that you are electing to receive points for the following deeper targets shown in the chart above and those targets will be reflected in the set-aside requirements within the Extended Use Agreement.


20-30% Levels TRUE 40% Levels TRUE 50% levels TRUE

c. The development plans to utilize average income testing..... TRUE

2. Unit Mix Grid

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

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


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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	4	3	762.00	\$381.00	\$1,524
Mix 2	2 BR - 2 Bath	30% AMI	3	3	1000.00	\$468.00	\$1,404
Mix 3	3 BR - 2 Bath	30% AMI	1	1	1220.00	\$539.00	\$539
Mix 4	2 BR - 2 Bath	40% AMI	1	0	1000.00	\$977.00	\$977
Mix 5	3 BR - 2 Bath	40% AMI	3	0	1220.00	\$1,535.00	\$4,605
Mix 6	1 BR - 1 Bath	50% AMI	2	0	762.00	\$977.00	\$1,954
Mix 7	2 BR - 2 Bath	50% AMI	3	0	1000.00	\$1,100.00	\$3,300
Mix 8	2 BR - 2 Bath	50% AMI	2	0	1000.00	\$941.00	\$1,882

L. UNIT DETAILS

Mix 9	3 BR - 2 Bath	50% AMI	16	0	1220.00	\$1,543.00	\$24,688
Mix 10	3 BR - 2 Bath	50% AMI	2	0	1220.00	\$979.00	\$1,958
Mix 11	1 BR - 1 Bath	60% AMI	6	0	762.00	\$863.00	\$5,178
Mix 12	2 BR - 2 Bath	60% AMI	9	0	1000.00	\$1,035.00	\$9,315
Mix 13	3 BR - 2 Bath	60% AMI	15	0	1220.00	\$1,195.00	\$17,925
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
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Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0

L. UNIT DETAILS

Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
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Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
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Mix 84								\$0
Mix 85								\$0
Mix 86								\$0
Mix 87								\$0
Mix 88								\$0
Mix 89								\$0
Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
TOTALS			67	7				\$75,397

Total Units	67	Net Rentable SF:	TC Units	72,284.00
			MKT Units	0.00
			Total NR SF:	72,284.00

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$0
2. Office Salaries			\$110,000
3. Office Supplies			\$0
4. Office/Model Apartment	(type	<u> </u>)	\$0
5. Management Fee			\$41,903
	<u>4.98%</u> of EGI	<u>\$625.42</u> Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type	<u> </u>)	\$0
8. Legal			\$7,500
9. Auditing			\$7,500
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$0
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$22,445
Total Administrative			\$189,348

Utilities

14. Fuel Oil			\$0
15. Electricity			\$20,100
16. Water			\$20,100
17. Gas			\$0
18. Sewer			\$20,100
Total Utility			\$60,300

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$7,500
23. Trash Removal			\$7,500
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$15,000
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$0
30. Repairs Contract			\$33,500
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$12,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$0
Totals Operating & Maintenance			\$75,500

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes		\$13,400
39. Payroll Taxes		\$27,500
40. Miscellaneous Taxes/Licenses/Permits		
41. Property & Liability Insurance	\$3,000 per unit	\$201,000
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$0
45. Other Insurance		\$0
Total Taxes & Insurance		\$241,900

Total Operating Expense **\$567,048**

Total Operating Expenses Per Unit \$8,463 **C. Total Operating Expenses as % of EGI** 67.39%

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum) **\$16,750**

Total Expenses	\$583,798
-----------------------	------------------

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	3/13/2024	Erik Hoffman
b. Site Acquisition		
c. Zoning Approval		
d. Site Plan Approval		Tom Liebel
2. Financing		
a. Construction Loan		
i. Loan Application	9/1/2024	Mike Henzy
ii. Conditional Commitment		
iii. Firm Commitment		
b. Permanent Loan - First Lien		
i. Loan Application	9/1/2024	Mike Henzy
ii. Conditional Commitment		
iii. Firm Commitment		
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment	3/13/2024	Mike Henzy
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	PHA Loan	Erik Hoffman
ii. Application		
iii. Award/Commitment	3/13/2024	Mike Henzy
2. Formation of Owner	1/24/2023	Erik Hoffman
3. IRS Approval of Nonprofit Status	N/A	
4. Closing and Transfer of Property to Owner	7/31/2025	Erik Hoffman
5. Plans and Specifications, Working Drawings	12/31/2024	Tom Liebel
6. Building Permit Issued by Local Government	11/14/2025	Tony Kegley
7. Start Construction	11/3/2025	Tony Kegley
8. Begin Lease-up	9/30/2026	Charee Russell
9. Complete Construction	11/30/2026	Tony Kegley
10. Complete Lease-Up	2/1/2027	Charie Russell
11. Credit Placed in Service Date		

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<u>Must Use Whole Numbers Only!</u>				
1. Contractor Cost				
a. Unit Structures (New)	12,245,803	0	0	12,245,803
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	12,245,803	0	0	12,245,803
f. Earthwork	500,000	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	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	500,000	0	0	0
Total Structure and Land	12,745,803	0	0	12,245,803
r. General Requirements	757,218	0	0	757,218
s. Builder's Overhead (2.0% Contract)	252,406	0	0	252,406
t. Builder's Profit (5.9% Contract)	757,218	0	0	757,218
u. Bonds	0	0	0	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: Contingency	700,632	0	0	700,632
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
Contractor Costs	\$15,213,277	\$0	\$0	\$14,713,277

Construction cost per unit: \$227,063.84

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$1,784,412

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$1,766,842

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.

MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	100,500	0	0	100,500
b. Architecture/Engineering Design Fee \$11,465 /Unit)	768,140	0	0	768,140
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	100,000	0	0	100,000
e. Environmental	30,000	0	0	30,000
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	30,000	0	0	30,000
h. Appraisal	7,500	0	0	7,500
i. Market Study	7,500	0	0	7,500
j. Site Engineering / Survey	40,000	0	0	40,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	86,250	0	0	86,250
n. Construction Interest (6.5% for 24 months)	645,922	0	0	445,922
o. Taxes During Construction	30,000	0	0	15,000
p. Insurance During Construction	181,408	0	0	181,408
q. Permanent Loan Fee (1.0%)	41,100			
r. Other Permanent Loan Fees	7,112			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	40,000	0	0	40,000
u. Accounting	0	0	0	0
v. Title and Recording	97,400	0	0	87,400
w. Legal Fees for Closing	385,000	0	0	195,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	97,157			
z. Tenant Relocation	134,000			
aa. Fixtures, Furnitures and Equipment	200,000	0	0	200,000
ab. Organization Costs	0			
ac. Operating Reserve	195,267			
ad. Contingency	112,989			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	0			
(1) Other* specify: Traffic Study	10,000	0	0	10,000
(2) Other* specify: Inspections	25,000	0	0	25,000

O. PROJECT BUDGET - OWNER COSTS

(3) Other* specify: Security	0	0	0	0
(4) Other* specify: Plan and Cost Report	7,500	0	0	7,500
(5) Other * specify: Conversion	10,000	0	0	0
(6) Other* specify: Insurance Escrow	35,400	0	0	35,400
(7) Other* specify: Bank Inspection	36,000	0	0	36,000
(8) Other* specify: Application Fee	1,000	0	0	0
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$3,462,145	\$0	\$0	\$2,448,520
Subtotal 1 + 2 (Owner + Contractor Costs)	\$18,675,422	\$0	\$0	\$17,161,797
3. Developer's Fees	1,993,143	0	0	1,993,143
4. Owner's Acquisition Costs				
Land	863,865			
Existing Improvements	0	0		
Subtotal 4:	\$863,865	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$21,532,430	\$0	\$0	\$19,154,940

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:

\$1,993,143

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

\$215 **Meets Limits**
\$250

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

\$308,486 **Proposed Cost per Unit exceeds limit**
\$302,887

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	21,532,430	0	0	19,154,940

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)

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>		0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)		0	5,746,482
c. For Green Certification (Eligible Basis x 10%)			0
Total Adjusted Eligible basis		0	24,901,422

5. Applicable Fraction

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

7. Applicable Percentage

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	\$2,241,128
	\$2,241,128 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. VHDA Construction Loan			\$16,000,000	
2. Tax Credit Equity			\$1,757,373	
3.				
Total Construction Funding:			\$17,757,373	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. VHDA Perm Loan			\$650,000	\$54,234	8.00%	40	17
2. VHDA Reach			\$2,680,000	\$141,433	3.95%	35	35
3. LHA Loan			\$1,000,000				
4. DHCD Funding			\$4,536,994				
5. LRHA Seller Note			\$863,865				
6. Deferred Developer Fee			\$72,907				
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$9,803,766	\$195,667			

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

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

4. Subsidized Funding

Source of Funds	Date of Commitment	Amount of Funds

Q. SOURCES OF FUNDS

1.	Lynchburg Redevelopment & Housing A	\$1,000,000
2.	Lynchburg Redevelopment & Housing A	\$863,865
3.		
4.		
5.		
Total Subsidized Funding		\$1,863,865

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	\$0
l.	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.

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:

Q. SOURCES OF FUNDS

8. Other Subsidies

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

- a. TRUE Real Estate Tax Abatement on the increase in the value of the development.
- b. TRUE **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.
- c. FALSE Other

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. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)				
Amount of State HOTC	\$0	x Equity \$	\$0.000	= \$0
c. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$11,670			(Note: Deferred Developer Fee cannot be negative.)
iv. 45L Credit Equity	\$0			
v. 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 \$11,670

2. Equity Gap Calculation

a. Total Development Cost	\$21,532,430
b. Total of Permanent Funding, Grants and Equity	- \$9,815,436
c. Equity Gap	\$11,716,994
d. Developer Equity	- \$1,172
e. Equity gap to be funded with low-income tax credit proceeds	\$11,715,822

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ Raymond James Tax Credit Funds, Inc.		
Contact Person:	Sean Jones	Phone:	727-567-5703
Street Address:	880 Carillon Parkway		
City:	St. Petersburg	State:	FL
		Zip:	33716

b. Syndication Equity	
i. Anticipated Annual Credits	\$1,378,470.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.850
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,378,332
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$11,715,822

c. Syndication:	Private
d. Investors:	Corporate

4. Net Syndication Amount \$11,715,822
 Which will be used to pay for Total Development Costs

5. Net Equity Factor 84.9999905647%
 Must be equal to or greater than 85%

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$21,532,430</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$9,815,436</u>
3. Equals Equity Gap		<u>\$11,716,994</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>84.9999905647%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$13,784,701</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,378,470</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$2,241,128</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,378,470</u>
Credit per LI Units	<u>\$20,574.1791</u>	
Credit per LI Bedroom	<u>\$8,669.6226</u>	
	Combined 30% & 70% PV Credit Requested	<u>\$1,378,470</u>

9. **Action:** Provide Attorney’s Opinion using Virginia Housing template (**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		\$75,397
Plus Other Income Source (list):		\$0
Equals Total Monthly Income:		\$75,397
Twelve Months		x12
Equals Annual Gross Potential Income		\$904,764
Less Vacancy Allowance	7.0%	\$63,333
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$841,431

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

Total Monthly Income for Market Rate Units:		\$0
Plus Other Income Source (list):		\$0
Equals Total Monthly Income:		\$0
Twelve Months		x12
Equals Annual Gross Potential Income		\$0
Less Vacancy Allowance	7.0%	\$0
Equals Annual Effective Gross Income (EGI) - Market Rate Units		\$0

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$841,431
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$841,431
d. Total Expenses	\$583,798
e. Net Operating Income	\$257,633
f. Total Annual Debt Service	\$195,667
g. Cash Flow Available for Distribution	\$61,966

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	841,431	858,259	875,424	892,933	910,791
Less Oper. Expenses	583,798	601,312	619,351	637,932	657,070
Net Income	257,633	256,947	256,073	255,001	253,722
Less Debt Service	195,667	195,667	195,667	195,667	195,667
Cash Flow	61,966	61,280	60,406	59,334	58,055
Debt Coverage Ratio	1.32	1.31	1.31	1.30	1.30

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	929,007	947,587	966,539	985,870	1,005,587

T. CASH FLOW

Less Oper. Expenses	676,782	697,085	717,998	739,538	761,724
Net Income	252,225	250,502	248,541	246,332	243,863
Less Debt Service	195,667	195,667	195,667	195,667	195,667
Cash Flow	56,558	54,835	52,874	50,665	48,196
Debt Coverage Ratio	1.29	1.28	1.27	1.26	1.25

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,025,699	1,046,213	1,067,137	1,088,480	1,110,250
Less Oper. Expenses	784,576	808,113	832,356	857,327	883,047
Net Income	241,123	238,100	234,781	231,153	227,203
Less Debt Service	195,667	195,667	195,667	195,667	195,667
Cash Flow	45,456	42,433	39,114	35,486	31,536
Debt Coverage Ratio	1.23	1.22	1.20	1.18	1.16

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: 2

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.		34		311 Chambers Stret	Bldg. 1	Lynchburg	VA	24501					\$0					\$0	\$12,636,542	12/31/26	9.00%	\$1,137,289
2.		33		311 Chambers Stret	Bldg. 2	Lynchburg	VA	24501					\$0					\$0	\$12,264,879	12/31/26	9.00%	\$1,103,839
3.													\$0					\$0				\$0
4.													\$0					\$0				\$0
5.													\$0					\$0				\$0
6.													\$0					\$0				\$0
7.													\$0					\$0				\$0
8.													\$0					\$0				\$0
9.													\$0					\$0				\$0
10.													\$0					\$0				\$0
11.													\$0					\$0				\$0
12.													\$0					\$0				\$0
13.													\$0					\$0				\$0
14.													\$0					\$0				\$0
15.													\$0					\$0				\$0
16.													\$0					\$0				\$0
17.													\$0					\$0				\$0
18.													\$0					\$0				\$0
19.													\$0					\$0				\$0
20.													\$0					\$0				\$0
21.													\$0					\$0				\$0
22.													\$0					\$0				\$0
23.													\$0					\$0				\$0
24.													\$0					\$0				\$0
25.													\$0					\$0				\$0
26.													\$0					\$0				\$0
27.													\$0					\$0				\$0
28.													\$0					\$0				\$0
29.													\$0					\$0				\$0
30.													\$0					\$0				\$0
31.													\$0					\$0				\$0
32.													\$0					\$0				\$0
33.													\$0					\$0				\$0
34.													\$0					\$0				\$0
35.													\$0					\$0				\$0

67 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$24,901,421

\$2,241,128

Number of BINS: 2

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 terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.
10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable

V. STATEMENT OF OWNER

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: DRPI, LLC
By: SHAG DRPI, LLC a Virginia Limited Liability
Company its Manager and Member


By: Darren Smith
 Its: Managing Member
 (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:	Thomas Liebel, FAIA
Virginia License#:	17551
Architecture Firm or Company:	Moseley Architects, PC

By:  _____

Its: Vice-President
(Title)

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

W.

LIHTC SELF SCORE SHEET

Self Scoring Process

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

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
Total:			0.00

1. READINESS:

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			15.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	3.13
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	8.66%	Up to 40	17.31
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			35.44

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			85.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
f. Proximity to public transportation	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00

i. Developments with less than 100 low income units	Y	up to 20	13.20
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			198.20

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$83,000	\$73,800

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	55.22%	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)	11.94%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	17.91%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	55.22%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	55.22%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	55.22%	Up to 50	0.00
Total:			100.00

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater	Y	0 or 5	5.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	Y	0 or 5	5.00
Total:			25.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	128.30
b. Cost per unit		Up to 100	27.70
Total:			156.00

7. BONUS POINTS:

a. Extended Use Restriction	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	Y	0 or 10	10.00
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
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			75.00

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

TOTAL SCORE: 604.64

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
c. Sub metered water expense	5	0.00
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. % of renewable energy electric systems	10	10.00
s. New Construction: Balcony or patio	4	4.00
		<u>85.00</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>85.00</u>

X.

Development Summary

Summary Information

2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	DRPI
-------------------	-------------

Cycle Type: 9% Tax Credits	Requested Credit Amount: \$1,378,470	
Allocation Type: New Construction	Jurisdiction: Lynchburg City	
Total Units: 67	Population Target: General	
Total LI Units: 67		
Project Gross Sq Ft: 95,964.00	Owner Contact: Darren Smith	
Green Certified? TRUE		

Total Score
604.64

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$9,803,766	\$146,325	\$102	\$195,667
Grants	\$0	\$0		
Subsidized Funding	\$1,863,865	\$27,819		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$12,745,803	\$190,236	\$133	59.19%
General Req/Overhead/Profit	\$1,766,842	\$26,371	\$18	8.21%
Other Contract Costs	\$700,632	\$10,457	\$7	3.25%
Owner Costs	\$3,462,145	\$51,674	\$36	16.08%
Acquisition	\$863,865	\$12,894	\$9	4.01%
Developer Fee	\$1,993,143	\$29,748	\$21	9.26%
Total Uses	\$21,532,430	\$321,380		

Total Development Costs	
Total Improvements	\$18,675,422
Land Acquisition	\$863,865
Developer Fee	\$1,993,143
Total Development Costs	\$21,532,430

Proposed Cost Limit/Sq Ft:	\$215
Applicable Cost Limit/Sq Ft:	\$250
Proposed Cost Limit/Unit:	\$308,486
Applicable Cost Limit/Unit:	\$302,887

Income	
Gross Potential Income - LI Units	\$904,764
Gross Potential Income - Mkt Units	\$0
Subtotal	\$904,764
Less Vacancy %	7.00%
	\$63,333
Effective Gross Income	\$841,431

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	12
# of 2BR	18
# of 3BR	37
# of 4+ BR	0
Total Units	67

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$189,348	\$2,826
Utilities	\$60,300	\$900
Operating & Maintenance	\$75,500	\$1,127
Taxes & Insurance	\$241,900	\$3,610
Total Operating Expenses	\$567,048	\$8,463
Replacement Reserves	\$16,750	\$250
Total Expenses	\$583,798	\$8,713

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	8	8
40% AMI	4	4
50% AMI	25	25
60% AMI	30	30
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$841,431
Total Expenses	\$583,798
Net Income	\$257,633
Debt Service	\$195,667
Debt Coverage Ratio (YR1):	1.32

Income Averaging? TRUE

Extended Use Restriction? 30

Y. Efficient Use of Resources

Credit Points for 9% Credits:

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

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

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

Combined Max	\$2,241,128
Credit Requested	\$1,378,470
% of Savings	38.49%
Sliding Scale Points	128.3

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	\$20,668,565	
Total Square Feet	95,964.00	
Proposed Cost per SqFt	\$215.38	
Applicable Cost Limit per Sq Ft	\$250.00	
% of Savings	13.85%	
Total Units	67	
Proposed Cost per Unit	\$308,486	
Applicable Cost Limit per Unit	\$302,887	
% of Savings	-1.85%	
Max % of Savings	13.85% Sliding Scale Points	27.70



Tab A:

Organizational Documents, developer fee agreement and Org Chart for this deal
(MANDATORY)

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
DRPI, LLC**

This Amended and Restated Operating Agreement (the “*Agreement*”) of DRPI, LLC (the “*Company*”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, as amended (the “*Act*”), is entered into by and between: SHAG DRPI, LLC, a Virginia limited liability company, as the sole member of the Company (the “*Sole Member*”) and LRHA-DR-P1, LLC, a Virginia limited liability company (the “*Withdrawing Member*”).

RECITALS

WHEREAS, Sole Member and Withdrawing Member entered into that certain Operating Agreement of DRPI, LLC dated March 14, 2023 (the “*Original Agreement*”);

WHEREAS, Withdrawing Member desires to withdraw as a member of the Company;

WHEREAS, the parties desire to amend and restate the Original Agreement to incorporate the foregoing change to the membership of the Company.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Withdrawal.** The Withdrawing Member hereby withdraws from the Company as a member as of the date of this Agreement. The Withdrawing Member agrees that from and after the date of this Agreement it does not have any rights, interests or benefits in, or obligations to the Company as a member.
2. **Purpose and Powers.** The purpose of the Company is to serve as the leasehold owner of the development and property commonly known as DRPI, located in the City of Lynchburg, Virginia (the “*Project*”), and to undertake any other activity which a limited liability company may lawfully undertake under the Act.
3. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
4. **Management.** The Company will be member-managed. Each action of the Company will require the consent of the Sole Member. The Sole Member will exercise exclusive control over the Company. The Sole Member may appoint officers and agents for the Company and give them such titles and powers as the Sole Member may choose. Any action taken by an officer or agent of the Company in the name of the Company and with such proper authorization of the Sole Member, will be an action of the Company.
5. **Members and Interests.** The members, their title, interests in the Company (the “*Interests*”), and capital contributions to the Company (the “*Capital Contributions*”) are as follows:

<u>Name</u>	<u>Title</u>	<u>Interest</u>	<u>Capital Contribution</u>
SHAG DRPI, LLC	Sole member	100%	\$100.00

The Sole Member is not obligated to make additional Capital Contributions to the Company.

6. **Allocations and Distributions.** Except for any special allocations required to comply with applicable tax laws, all profits, gains, losses, and credits for tax purposes, net cash flow from normal operations, net proceeds from capital transactions, and all other distributions will be allocated to the Sole Member, pro rata in accordance with their Interests.

7. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company's property and the Company's receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Sole Member to dissolve.

8. **Fiscal Year.** The fiscal year of the Company will be the calendar year.

9. **No Liability of Member and Others.** The Sole Member and their agents and any officers and agents of the Company will not be liable for the Company's liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Sole Member or any officer.

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

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

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

The undersigned has executed this Agreement effective as of [3/13], 2024.

[signature page follows]

[signature page to Operating Agreement of DRPI, LLC]

SOLE MEMBER:

SHAG DRPI, LLC
a Virginia limited liability company

By:

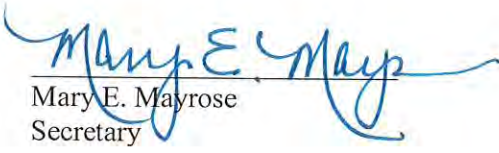
Darren Smith
Managing Member

[signature page of Withdrawing Member]

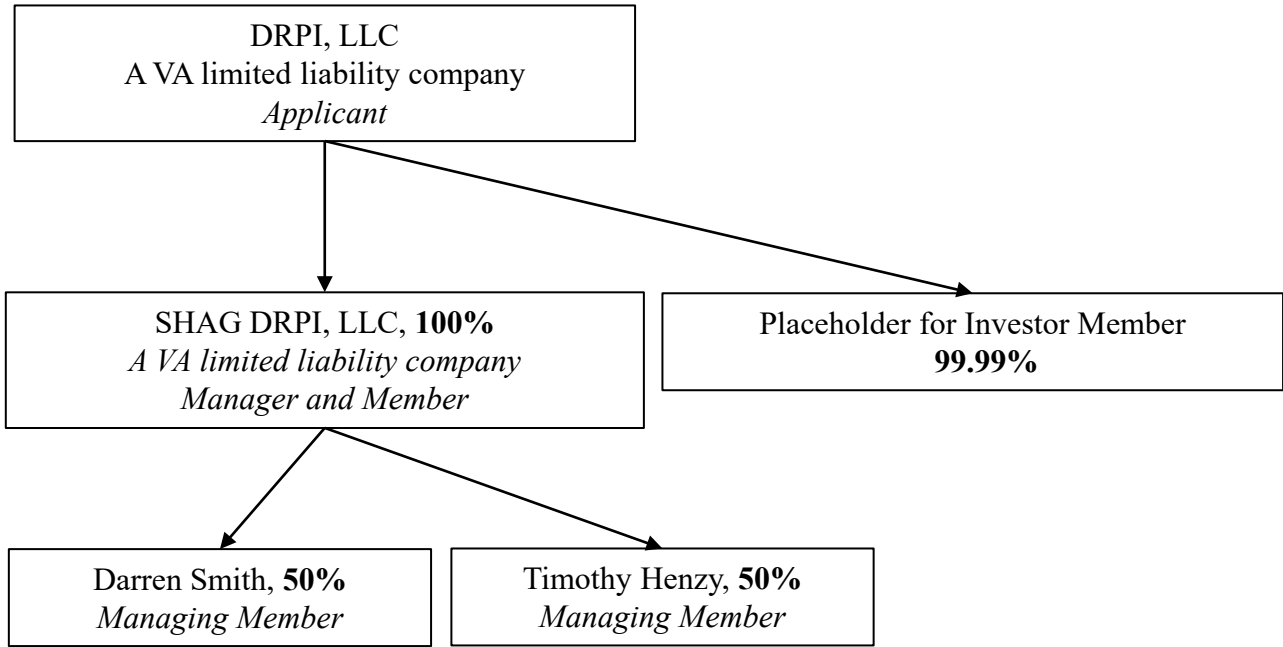
WITHDRAWING MEMBER:

LRHA-DR-P1, LLC
a Virginia limited liability company

By: LRHA-Holdings, Inc.
a Virginia corporation
its sole member

By: 
Mary E. Mayrose
Secretary

**ORGANIZATIONAL CHART – APPLICANT ENTITY
DRPI**



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 24, 2023

This is to certify that the certificate of organization of

DRPI, 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: January 24, 2023



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification Instructions:

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

Schedule A Instructions:

- List each Principal of the General Partner or Managing Member of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity. List all individual Principals with an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the General Partner or Managing Member of the Owner, except as follows:
- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 100 individual members, list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
- For Principals organized as a trust, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

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

If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.



Previous Participation Certification

Development Name:

Name of Applicant (entity):

The undersigned, being duly authorized to sign on behalf of the Applicant, provide this Certification with the understanding that Virginia Housing intends to rely upon the statements made herein for the purpose of awarding and allocating federal low-income housing tax credits.

The following terms shall be defined as follows for the purpose of this Certification:

- "Principal" has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification.
- "Participant" means the Principals of the Owner who will participate in the ownership of the Development identified above and includes Principals who may not be required to be individually listed within a Schedule A attached hereto.

Accordingly, I **hereby certify the following:**

1. All the statements made within this Certification 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, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.

5. 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 such property.
7. None of the Participants has been convicted of a felony and is not presently 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.
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 Virginia Housing employee.
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 of the owner of 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.

Darren Smith

Signature

Printed Name

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

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: DRPI
 Name of Applicant: DRPI, LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

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

1	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	Campus Towers Apartments, Jacksonville, FL	Campus Towers Apartments, LLLP (561) 859-8520	Y	192	192	7/31/2021	8/31/2022	N
2	Lake Delray Apartments, Delray Beach, FL	Lake Delray Apartments, LLLP (561) 859-8520	Y	404	404	5/31/2018	2/27/2019	N
3	The Palms of Deerfield Beach, FL	The Palms of Deerfield Apartments, LLLP (561) 859-8520	Y	100	100	6/1/2020	7/12/2021	N
4	Pineda Village, Cocoa Beach, FL	Cocoa Housing Perservation II, LLC (561) 859-8520	N	144	144	12/1/2019	12/11/2020	N
5	Hialeah Towers, Miami, FL	Hialeah Housing, LLLP (561) 859-8520	N	252	252	12/31/2019	12/18/2020	N
6	Fort Schulyer, Bronx, NY	Fort Schulyer House Owner, LP (561) 859-8520	N	139	139	10/31/2019	3/13/2020	N
7	Riverview Manor & Piotr Stadnitski Gardens, Buffalo, NY	RM & PSG, LLC (561) 859-8520	Y	212	212	7/31/2019	1/29/2020	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
 TOTAL: 1,443 1,443

LIHTC as % of
 100% Total Units

List of LIHTC Developments (Schedule A)



Development Name: DRPI
 Name of Applicant: DRPI, LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

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

1	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	Campus Towers Apartments, Jacksonville, FL	Campus Towers Apartments, LLLP (561) 859-8520	Y	192	192	7/31/2021	8/31/2022	N
2	Lake Delray Apartments, Delray Beach, FL	Lake Delray Apartments, LLLP (561) 859-8520	Y	404	404	5/31/2018	2/27/2019	N
3	The Palms of Deerfield Beach, FL	The Palms of Deerfield Apartments, LLLP (561) 859-8520	Y	100	100	6/1/2020	7/12/2021	N
4	Pineda Village, Cocoa Beach, FL	Cocoa Housing Perservation II, LLC (561) 859-8520	N	144	144	12/1/2019	12/11/2020	N
5	Hialeah Towers, Miami, FL	Hialeah Housing, LLLP (561) 859-8520	N	252	252	12/31/2019	12/18/2020	N
6	Fort Schulyer, Bronx, NY	Fort Schulyer House Owner, LP (561) 859-8520	N	139	139	10/31/2019	3/13/2020	N
7	Riverview Manor & Piotr Stadnitski Gardens, Buffalo, NY	RM & PSG, LLC (561) 859-8520	Y	212	212	7/31/2019	1/29/2020	N
8								
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
 TOTAL: 1,443 1,443

LIHTC as % of
 100% Total Units

List of LIHTC Developments (Schedule A)



Development Name: DRPI
 Name of Applicant: DRPI, LLC

INSTRUCTIONS:

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2								
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: DRPI
 Name of Applicant: DRPI, LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

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

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

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: DRPI
 Name of Applicant: DRPI, LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
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- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

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

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

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: DRPI
 Name of Applicant: DRPI, LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

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

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

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
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2nd PAGE TOTAL: 0 0

GRAND TOTAL: 1,443 1,443

LIHTC as % of 100% Total Unit

Tab E:

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

SECOND AMENDED AND RESTATED LEASE OPTION AGREEMENT

THIS SECOND AMENDED AND RESTATED LEASE OPTION AGREEMENT ("Option"), made as of this 13th day of March, 2024, between **LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter called "**LRHA**," and **DRPI I, LLC**, a Virginia limited liability company, hereinafter called "**Optionee**,"

WITNESSETH THAT:

WHEREAS, LRHA is the owner of a certain parcel of land as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**"); and

WHEREAS, LRHA competitively selected Smith & Henzy Affordable Group, Inc., a Florida corporation ("**SHAG**") to redevelop the Property, pursuant to that certain Master Development Agreement between LRHA and SHAG (the "**MDA**"); and

WHEREAS, SHAG has caused Optionee to be organized; and

WHEREAS, Optionee intends to apply to the Virginia Housing ("**VH**") for an allocation of low-income housing tax credits ("**LIHTCs**") to assist in the first phase of redevelopment of an existing public housing development located on the Property currently known as Dearington Hills Apartments, the first phase of which will be known as DRPI I (the "**Development**"); and

WHEREAS, LRHA and Optionee desire to enter into this Option describing their mutual intention for LRHA and Optionee to enter into a ground lease (the "**Ground Lease**") in connection with the Development; and

WHEREAS, LRHA and Optionee entered into that certain Lease Option Agreement dated as of March 14, 2023 (the "**Original Option**");

WHEREAS, LRHA and Optionee entered into that certain Amended and Restated Lease Option Agreement dated October 5, 2023 (the "**First Amended Option**"); and

WHEREAS, LRHA and Optionee desire to amend the First Amended Option by restating it in its entirety, all upon the terms and conditions set forth herein;

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

1. **Option:** LRHA hereby grants Optionee the option to lease the Property, in "as is, where is" condition, pursuant to the Ground Lease and subject to the terms and conditions contained herein. Optionee may exercise the option granted herein at any time prior to the expiration or termination of this Option as provided herein, by notifying LRHA in writing and by entering into the Ground Lease within ninety (90) days thereafter.

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

3. **Ground Lease:** If the Optionee exercises the option granted herein, then LRHA and the Optionee shall enter into the Ground Lease using the LRHA customary form. The Ground Lease shall convey a leasehold interest in the Property to the Optionee for a capitalized lease payment in the amount of \$292,069; however, such value and related payment may be increased by an independent appraisal obtained at least six (6) months prior to the Closing date, and such increased value shall be part of the below promissory note (the "**Capitalized Lease Payment**"), payable in the form of a promissory note made by the Optionee to LRHA on or before the effective date of the Ground Lease in lieu of a cash payment. The promissory note shall be secured by a leasehold deed of trust on the Property, shall accrue interest at no less than the long-term applicable federal rate in the month of the effective date of the Ground Lease and shall be repaid in annual installments to the extent of available cash flow from the Development pursuant to the Optionee's amended and restated Operating Agreement. The Ground Lease shall be for a term of not less than 65 years and not more than 99 years, provided that the Ground Lease term shall in any event not be less than the term necessary for site control purposes as may be required by debt and equity providers for the Development and VH. The Ground Lease shall include those terms, conditions, covenants and other provisions that are usual and customary and normally required by prudent parties, including reasonable revisions of the lenders and investors to the Optionee, including consideration agreed upon by the parties. The closing on the execution of the Ground Lease and recording of the memorandum of ground lease memorializing the Ground Lease and all financing necessary to complete the Development will occur on a date mutually acceptable to the parties, but no later than by 4:00 p.m., Lynchburg, Virginia time on a date that is six (6) months after the date this Option is exercised, or this Option shall expire.

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

If to LRHA:

Lynchburg Redevelopment & Housing Authority
1948 Thomson Drive
Lynchburg, Virginia 24501
Attn: Mary Mayrose, Executive Director
Email: mmayrose@lynchburghousing.org
Phone: (434) 485-7220

With a copy to:

Fox Rothschild LLP
500 Grant Street, Suite 2500
Pittsburgh, Pennsylvania 15219

Attn: Michael H. Syme, Esq.
Email: msyme@foxrothschild.com
Phone: (412) 391-2450

If to Optionee:

DRPI I, LLC
c/o Smith & Henzy Affordable Group, Inc.
1100 NW 4th Avenue
Delray Beach, Florida 33444
Attn: Darren Smith, Principal
Email: dsmith@smithhenzy.com
Phone: (561) 859-8520

With a copy to:

Shutts & Bowen LLP
200 S Biscayne Boulevard, Suite 4100
Miami, Florida 33131
Attn: Robert Cheng, Esq.
Email: RCheng@shutts.com
Phone: 305-415-9083

And

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Atten: Erik T. Hoffman, Esq.
Email: Ehoffman@kleinhornig.com

5. **Assignment of Option:** Neither LRHA nor the Optionee will have the right to transfer or assign its rights under this Option, except with the consent of the other and, if applicable, of the U.S. Department of Housing and Urban Development ("**HUD**").

6. **No Recordation of Option:** This Option shall not be recorded, although the Memorandum of Ground Lease memorializing the Ground Lease is expected to be recorded in the appropriate office of public records on or about the effective date of the Ground Lease. All costs of transfer and recordation will be borne by the Optionee as a Development expense, and not by LRHA.

7. **Conditions Precedent:** The obligation of LRHA to lease the Property to the Optionee shall be conditioned upon the Optionee obtaining all requisite approvals of HUD, the Optionee successfully closing of financing sufficient to complete the Development as designed, and the Optionee shall have obtained any and all government approvals, licenses, permits and other approvals necessary for the consummation of the transaction contemplated by this Option,

including the execution of a Regulatory and Operating Agreement acceptable to HUD for the development and management of the Development, all such documents shall be on customary forms of LRHA, and shall be subject to the approval of HUD (if required).

8. **Termination of Option:**

a. Upon termination of this Option pursuant to this Section 8.a., neither party shall have any further rights or obligations hereunder. The term of this Option (the "**Term**") begins on the Effective Date and will expire at 5:00 p.m. on the "**Option Expiration Date**," which is that date 365 days after an award from VH ("**Tax Credit Award Date**") of 4% or 9% low-income housing tax credits for the Project (the "**Tax Credits**"). Optionee will have until December 1, 2024 (the "**Initial Tax Credit Date**") to receive an award of Tax Credits, as such period of time may be extended as set forth in Section 8.b. of this Option. For the purposes of this Option, the "Tax Credit Award Date" for 9% credits is the effective date of the reservation agreement to be entered into with VH in connection with the Tax Credits, and for 4% credits is the effective date of the 42(m) letter issued by VH to Optionee or its affiliate.

b. **Right to Extend.**

(i) If Optionee has not received an award of Tax Credits on or before the Initial Tax Credit Date, then Optionee may extend the Initial Tax Credit Date until 5:00 p.m. on December 1, 2025, under the following conditions:

- (1) Optionee has not received an award of Tax Credits on or before the Initial Tax Credit Date;
- (2) This Option is then in full force and effect and Optionee is not then in default beyond any applicable notice and cure period under this Option;
- (3) Optionee has given LRHA written notice of Optionee's election to extend the Term of this Option no less than ten (10) days before the Initial Tax Credit Date; and
- (4) Optionee will re-apply for the Tax Credits during the extension period and diligently pursue the financing and equity sources necessary to fund the Development during such extension period.

c. The parties agree that if funding or other circumstances indicate that a financial closing for the Development is not possible under the term of this Option, that the parties will promptly execute a termination of this Option.

d. **Right to Exercise the Option.** Optionee may exercise the option granted herein only if all of the following conditions have been met or will be met prior to the Closing Date: (i) all of the conditions precedent set forth in Section 7 (except as waived, to the extent waivable, at the sole and absolute

discretion of LRHA); and (ii) Optionee has otherwise performed or satisfied all of its obligations under this Option.

9. **Time of Essence:** TIME IS OF THE ESSENCE FOR ALL TERMS AND CONDITIONS OF THIS OPTION.

10. **Event of Default:** The occurrence of the following shall constitute an event of default:

a. The failure of the other party to perform any of its duties and obligations set forth in this Option.

11. **Remedies:** Upon the occurrence and during the continuation of an event of default, the non-defaulting party may, at its option, elect to enforce the terms of this Option, including specific performance, or demand and be entitled to, full termination of this Option.

12. **Applicable Law:** The interpretation and enforcement of this Option and any similar contracts entered into between Optionee and LRHA shall be governed by the laws of the Commonwealth of Virginia. Any litigation regarding this Option shall be brought in the courts located in Lynchburg, Virginia.

13. **No Third Party Beneficiaries:** Nothing contained in this Option, nor any act of LRHA pursuant to this Option, shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving LRHA and the Optionee.

14. **No Assignment of Funds:** The Optionee acknowledges and agrees that by execution of this Option it will not succeed to any rights or benefits of LRHA or attain any privileges, authorities, interests, or rights in or under any funding agreements between LRHA and HUD.

15. **Modifications:** No modification of this Option shall be effective unless set forth in writing and signed by both LRHA and Optionee.

16. **Further Assurances:** Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Option.

17. **Successors and Assigns:** This Option shall be binding, upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18. **Entire Agreement:** This Option contains the entire agreement between the parties with respect to the transactions contemplated hereby, and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof.

19. **Paragraph Heading:** Captions at the beginning of each paragraph of this Option are solely for the convenience of the parties and are not part of this Option.

20. **Exhibits**: All exhibits which are attached to this Option are incorporated herein by this reference.

21. **Counterparts**: This Option may be executed in several counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

22. **Severability**: If any portion of the Option is declared by a court of competent jurisdiction to be valid or unenforceable, such portion shall be deemed severed from this Option, and the remaining parts shall remain in full force as though such invalid or unenforceable provision had not been a part of this Option.

[Signatures appear on next page.]

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

LRHA:

**LYNCHBURG REDEVELOPMENT
AND HOUSING AUTHORITY,**

a political subdivision of the Commonwealth of Virginia

By: Mary E. Mayrose
Name: Mary Mayrose
Title: Executive Director

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

I, Tabitha Renee Smith, a Notary Public in and for the City aforesaid, in the Commonwealth of Virginia, whose commission expires on the 31st day of October 2024, do hereby certify that Mary Mayrose, Executive Director of Lynchburg Redevelopment and Housing Authority, whose name is signed as such to the foregoing writing bearing date of the 13th day of March, 2024, has acknowledged the same before me in my City and State.

Given under my hand this 13th day of March, 2024.

Tabitha Renee Smith
Notary Public

[Signatures continue on next page.]



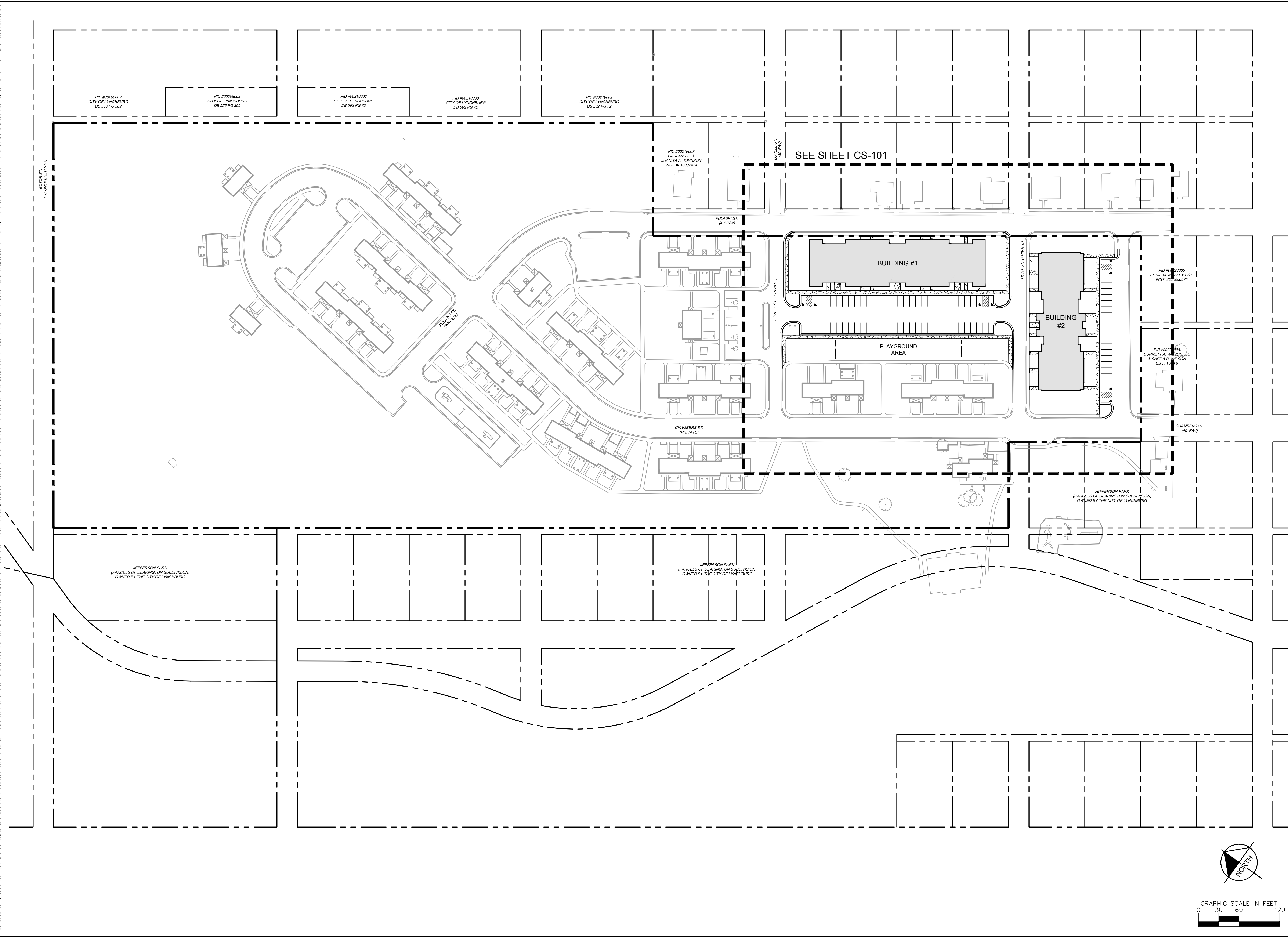
EXHIBIT A

Legal Description

All of that certain 1.7 acres of land that is part of the following-described property and which is depicted as Phase IA on the survey attached hereto:

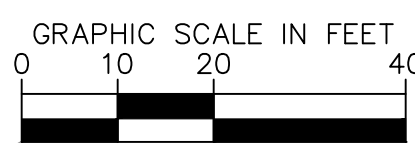
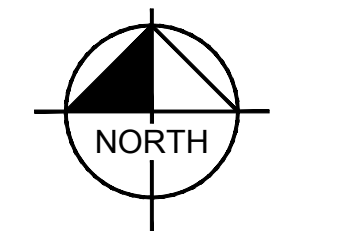
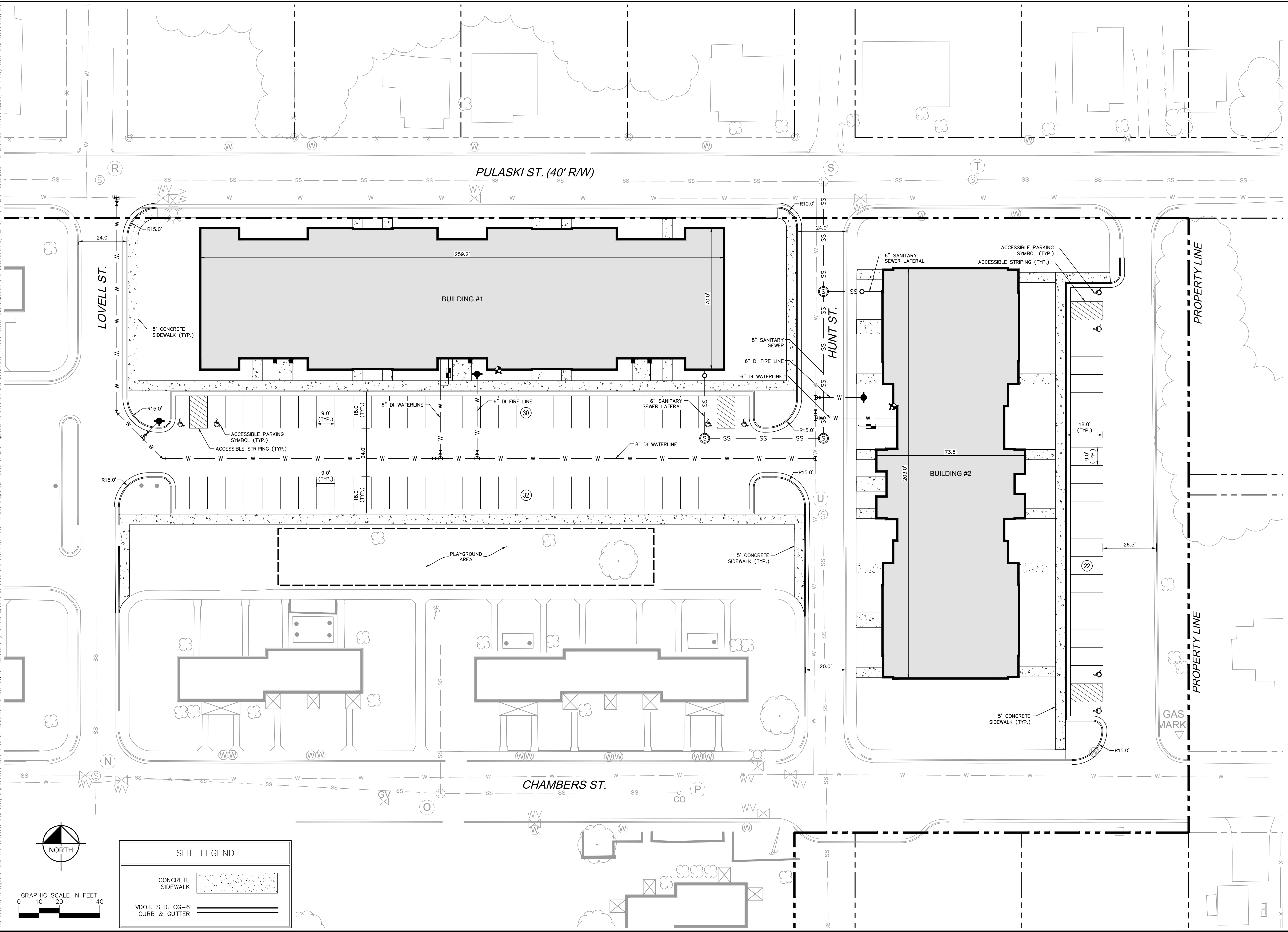
BEGINNING AT A REBAR FOUND ON THE EASTERLY RIGHT OF WAY LINE OF CHAMBERS STREET, FORMERLY KNOWN AS BATH STREET (POB); THENCE ALONG SAID RIGHT OF WAY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 197.35 FEET TO A MAG NAIL SET AT THE NORTHEASTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF CHAMBERS STREET AND THE WESTERLY RIGHT OF WAY OF HUNT STREET (UNOPENED); THENCE LEAVING CHAMBERS STREET ALONG RIGHT OF WAY OF HUNT STREET SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 169.25 FEET TO A REBAR SET AT A 10 FOOT ALLEY; THENCE ALONG SAID ALLEY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 1410.44 FEET TO A PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY OF ECTOR STREET (UNOPENED); THENCE ALONG SAID RIGHT OF WAY NORTH 54 DEGREES 29 MINUTES 50 SECONDS EAST 598.35 FEET TO A PIPE FOUND AT A 10 FOOT ALLEY; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 885.44 FEET ALONG SAID ALLEY TO A REBAR SET; THENCE SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 167.35 FEET TO A REBAR SET ON THE NORTHWESTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF PULASKI STREET; THENCE ALONG SAID RIGHT OF WAY SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 722.35 FEET TO A REBAR SET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 261.75 FEET TO THE POINT OF BEGINNING, CONTAINING 18.543 ACRES.

Plotted By: Verdis, David Sheet: Settkin Layout: CS-100 MASTER PLAN March 13, 2024 05:34:16pm K:\VIC_CIV\13660000 - Dearington Apartments - Lynchburg, VA\CAD\PlanSheets\Revised Layout\CS-100 MASTER PLAN.dwg
 This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



DEARINGTON APARTMENTS 1406 LOVELL ST. LYNCHBURG, VA 24501 LYNCHBURG, VA	OVERALL SITE PLAN	KHA PROJECT 113660000	LICENSED PROFESSIONAL		© 2024 KIMLEY-HORN AND ASSOCIATES, INC. 2035 MAYWELL STREET, SUITE 200, RICHMOND, VA 23230 PHONE: 804-673-3882 WWW.KIMLEY-HORN.COM
		DATE 03/13/2024	SCALE AS SHOWN		
SHEET NUMBER CS-100	CHECKED BY	DRAWN BY	DESIGNED BY	REVISIONS	DATE

Plotted By: Verdis, David Sheet: Settkna Layout: CS-101 SITE PLAN March 13, 2024 09:34:57pm c:\vric_civa\113660000 - Dearington Apartments - Dearington Apartments - Lynchburg, VA\CAD_PlanSheets\Revised Layout\CS-101 SITE PLAN.dwg
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SITE LEGEND	
CONCRETE SIDEWALK	
VDOT. STD. CG-6 CURB & GUTTER	

<p>DEARINGTON APARTMENTS 1406 LOVELL ST. LYNCHBURG, VA 24501</p> <p>SHEET NUMBER CS-101</p>	<p style="text-align: center;">SITE AND UTILITY PLAN</p> <p>LICENSED PROFESSIONAL</p> <p>KHA PROJECT 113660000</p> <p>DATE 03/13/2024</p> <p>SCALE AS SHOWN</p> <p>DESIGNED BY</p> <p>DRAWN BY</p> <p>CHECKED BY</p> <p>DATE:</p>								
<p>Kimley-Horn</p> <p>© 2024 KIMLEY-HORN AND ASSOCIATES, INC. 2035 MAYWELL STREET, SUITE 200, RICHMOND, VA 23230 PHONE: 804-673-3882 WWW.KIMLEY-HORN.COM</p>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISIONS</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	REVISIONS	BY	DATE				
NO.	REVISIONS	BY	DATE						

SECOND AMENDED AND RESTATED LEASE OPTION AGREEMENT

THIS **SECOND** AMENDED AND RESTATED LEASE OPTION AGREEMENT ("Option"), made as of this ~~5~~¹³th day of ~~October~~^{March}, ~~2023~~²⁰²⁴, between LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia, hereinafter called "LRHA," and DRPI I, LLC, a Virginia limited liability company, hereinafter called "Optionee,"

WITNESSETH THAT:

WHEREAS, LRHA is the owner of a certain parcel of land as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**"); and

WHEREAS, LRHA competitively selected Smith & Henzy Affordable Group, Inc., a Florida corporation ("**SHAG**") to redevelop the Property, pursuant to that certain Master Development Agreement between LRHA and SHAG (the "**MDA**"); and

WHEREAS, SHAG has caused Optionee to be organized; and

WHEREAS, Optionee intends to apply to the Virginia Housing ("**VH**") for an allocation of low-income housing tax credits ("**LIHTCs**") to assist in the first phase of redevelopment of an existing public housing development located on the Property currently known as Dearington Hills Apartments, the first phase of which will be known as DRPI I (the "**Development**"); and

WHEREAS, LRHA and Optionee desire to enter into this Option describing their mutual intention for LRHA and Optionee to enter into a ground lease (the "**Ground Lease**") in connection with the Development; and

WHEREAS, LRHA and Optionee entered into that certain Lease Option Agreement dated as of March 14, 2023 (the "**Original Option**"); ~~and~~

WHEREAS, LRHA and Optionee entered into that certain Amended and Restated Lease Option Agreement dated October 5, 2023 (the "**First Amended Option**"); and

WHEREAS, LRHA and Optionee desire to amend the ~~Original~~^{First Amended} Option by restating it in ~~its~~^{its} entirety, all upon the terms and conditions set forth herein;

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

1. **Option**: LRHA hereby grants Optionee the option to lease the Property, in "as is, where is" condition, pursuant to the Ground Lease and subject to the terms and conditions contained herein. Optionee may exercise the option granted herein at any time prior to the expiration or termination of this Option as provided herein, by notifying LRHA in writing and by entering into the Ground Lease within ninety (90) days thereafter.

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

3. **Ground Lease:** If the Optionee exercises the option granted herein, then LRHA and the Optionee shall enter into the Ground Lease using the LRHA customary form. The Ground Lease shall convey a leasehold interest in the Property to the Optionee for a capitalized lease payment in the amount of \$292,069; however, such value and related payment may be increased by an independent appraisal obtained at least six (6) months prior to the Closing date, and such increased value shall be part of the below promissory note (the "**Capitalized Lease Payment**"), payable in the form of a promissory note made by the Optionee to LRHA on or before the effective date of the Ground Lease in lieu of a cash payment. The promissory note shall be secured by a leasehold deed of trust on the Property, shall accrue interest at no less than the long-term applicable federal rate in the month of the effective date of the Ground Lease and shall be repaid in annual installments to the extent of available cash flow from the Development pursuant to the Optionee's amended and restated Operating Agreement. The Ground Lease shall be for a term of not less than 65 years and not more than 99 years, provided that the Ground Lease term shall in any event not be less than the term necessary for site control purposes as may be required by debt and equity providers for the Development and VH. The Ground Lease shall include those terms, conditions, covenants and other provisions that are usual and customary and normally required by prudent parties, including reasonable revisions of the lenders and investors to the Optionee, including consideration agreed upon by the parties. The closing on the execution of the Ground Lease and recording of the memorandum of ground lease memorializing the Ground Lease and all financing necessary to complete the Development will occur on a date mutually acceptable to the parties, but no later than by 4:00 p.m., Lynchburg, Virginia time on a date that is six (6) months after the date this Option is exercised, or this Option shall expire.

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

If to LRHA:

Lynchburg Redevelopment & Housing Authority
1948 Thomson Drive
Lynchburg, Virginia 24501
Attn: Mary Mayrose, Executive Director
Email: mmayrose@lynchburghousing.org
Phone: (434) 485-7220

With a copy to:

Fox Rothschild LLP
500 Grant Street, Suite 2500
Pittsburgh, Pennsylvania 15219

Attn: Michael H. Syme, Esq.
Email: msyme@foxrothschild.com
Phone: (412) 391-2450

If to Optionee:

DRPI I, LLC
c/o Smith & Henzy Affordable Group, Inc.
1100 NW 4th Avenue
Delray Beach, Florida 33444
Attn: Darren Smith, Principal
Email: dsmith@smithhenzy.com
Phone: (561) 859-8520

With a copy to:

Shutts & Bowen LLP
200 S Biscayne Boulevard, Suite 4100
Miami, Florida 33131
Attn: Robert Cheng, Esq.
Email: RCheng@shutts.com
Phone: 305-415-9083

And

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Atten: Erik T. Hoffman, Esq.
Email: Ehoffman@kleinhornig.com

5. **Assignment of Option:** Neither LRHA nor the Optionee will have the right to transfer or assign its rights under this Option, except with the consent of the other and, if applicable, of the U.S. Department of Housing and Urban Development ("**HUD**").

6. **No Recordation of Option:** This Option shall not be recorded, although the Memorandum of Ground Lease memorializing the Ground Lease is expected to be recorded in the appropriate office of public records on or about the effective date of the Ground Lease. All costs of transfer and recordation will be borne by the Optionee as a Development expense, and not by LRHA.

7. **Conditions Precedent:** The obligation of LRHA to lease the Property to the Optionee shall be conditioned upon the Optionee obtaining all requisite approvals of HUD, the Optionee successfully closing of financing sufficient to complete the Development as designed, and the Optionee shall have obtained any and all government approvals, licenses, permits and other approvals necessary for the consummation of the transaction contemplated by this Option,

including the execution of a Regulatory and Operating Agreement acceptable to HUD for the development and management of the Development, all such documents shall be on customary forms of LRHA, and shall be subject to the approval of HUD (if required).

8. **Termination of Option:**

a. Upon termination of this Option pursuant to this Section 8.a., neither party shall have any further rights or obligations hereunder. The term of this Option (the "**Term**") begins on the Effective Date and will expire at 5:00 p.m. on the "**Option Expiration Date**," which is that date 365 days after an award from VH ("**Tax Credit Award Date**") of 4% or 9% low-income housing tax credits for the Project (the "**Tax Credits**"). Optionee will have until December 1, ~~2023~~2024 (the "**Initial Tax Credit Date**") to receive an award of Tax Credits, as such period of time may be extended as set forth in Section 8.b. of this Option. For the purposes of this Option, the "Tax Credit Award Date" for 9% credits is the effective date of the reservation agreement to be entered into with VH in connection with the Tax Credits, and for 4% credits is the effective date of the 42(m) letter issued by VH to Optionee or its affiliate.

b. **Right to Extend.**

(i) If Optionee has not received an award of Tax Credits on or before the Initial Tax Credit Date, then Optionee may extend the Initial Tax Credit Date until 5:00 p.m. on December 1, ~~2024~~2025, under the following conditions:

- (1) Optionee has not received an award of Tax Credits on or before the Initial Tax Credit Date;
- (2) This Option is then in full force and effect and Optionee is not then in default beyond any applicable notice and cure period under this Option;
- (3) Optionee has given LRHA written notice of Optionee's election to extend the Term of this Option no less than ten (10) days before the Initial Tax Credit Date; and
- (4) Optionee will re-apply for the Tax Credits during the extension period and diligently pursue the financing and equity sources necessary to fund the Development during such extension period.

c. The parties agree that if funding or other circumstances indicate that a financial closing for the Development is not possible under the term of this Option, that the parties will promptly execute a termination of this Option.

d. **Right to Exercise the Option.** Optionee may exercise the option granted herein only if all of the following conditions have been met or will be met prior to the Closing Date: (i) all of the conditions precedent set forth in Section 7 (except as waived, to the extent waivable, at the sole and

absolute discretion of LRHA); and (ii) Optionee has otherwise performed or satisfied all of its obligations under this Option.

9. **Time of Essence:** TIME IS OF THE ESSENCE FOR ALL TERMS AND CONDITIONS OF THIS OPTION.

10. **Event of Default:** The occurrence of the following shall constitute an event of default:

- a. The failure of the other party to perform any of its duties and obligations set forth in this Option.

11. **Remedies:** Upon the occurrence and during the continuation of an event of default, the non-defaulting party may, at its option, elect to enforce the terms of this Option, including specific performance, or demand and be entitled to, full termination of this Option.

12. **Applicable Law:** The interpretation and enforcement of this Option and any similar contracts entered into between Optionee and LRHA shall be governed by the laws of the Commonwealth of Virginia. Any litigation regarding this Option shall be brought in the courts located in Lynchburg, Virginia.

13. **No Third Party Beneficiaries:** Nothing contained in this Option, nor any act of LRHA pursuant to this Option, shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving LRHA and the Optionee.

14. **No Assignment of Funds:** The Optionee acknowledges and agrees that by execution of this Option it will not succeed to any rights or benefits of LRHA or attain any privileges, authorities, interests, or rights in or under any funding agreements between LRHA and HUD.

15. **Modifications:** No modification of this Option shall be effective unless set forth in writing and signed by both LRHA and Optionee.

16. **Further Assurances:** Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Option.

17. **Successors and Assigns:** This Option shall be binding, upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18. **Entire Agreement:** This Option contains the entire agreement between the parties with respect to the transactions contemplated hereby, and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof.

19. **Paragraph Heading:** Captions at the beginning of each paragraph of this Option are solely for the convenience of the parties and are not part of this Option.

20. **Exhibits**: All exhibits which are attached to this Option are incorporated herein by this reference.

21. **Counterparts**: This Option may be executed in several counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

22. **Severability**: If any portion of the Option is declared by a court of competent jurisdiction to be valid or unenforceable, such portion shall be deemed severed from this Option, and the remaining parts shall remain in full force as though such invalid or unenforceable provision had not been a part of this Option.

[Signatures appear on next page.]

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

LRHA:

**LYNCHBURG REDEVELOPMENT
AND HOUSING AUTHORITY,**
a political subdivision of the Commonwealth of Virginia

By: _____
Name: Mary Mayrose
Title: Executive Director

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

I, _____, a Notary Public in and for the City aforesaid, in the Commonwealth of Virginia, whose commission expires on the _____ day of _____, _____, do hereby certify that Mary Mayrose, Executive Director of Lynchburg Redevelopment and Housing Authority, whose name is signed as such to the foregoing writing bearing date of the _____ day of _____, ~~2023~~2024, has acknowledged the same before me in my City and State.

Given under my hand this _____ day of _____, ~~2023~~2024.

Notary Public

[Signatures continue on next page.]

OPTIONEE:

DRPI I, LLC

a Virginia limited liability company

By: SHAG DRPI I, LLC
a Virginia limited liability company
its Manager and Member

By: _____
Darren Smith
Managing Member

STATE OF FLORIDA)
)SS
COUNTY\CITY OF _____)

On this the ____ day of _____, ~~2023~~2024, before me, the undersigned officer, personally appeared Darren Smith as Managing Member of SHAG DRPI I, LLC, a Virginia limited liability corporation, the Manager and Member of DRPI I, LLC, a Virginia limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

[Notarial Seal]

EXHIBIT A

Legal Description

All of that certain 1.7 acres of land that is part of the following-described property and which is depicted as Phase IA on the survey attached hereto:

BEGINNING AT A REBAR FOUND ON THE EASTERLY RIGHT OF WAY LINE OF CHAMBERS STREET, FORMERLY KNOWN AS BATH STREET (POB); THENCE ALONG SAID RIGHT OF WAY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 197.35 FEET TO A MAG NAIL SET AT THE NORTHEASTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF CHAMBERS STREET AND THE WESTERLY RIGHT OF WAY OF HUNT STREET (UNOPENED); THENCE LEAVING CHAMBERS STREET ALONG RIGHT OF WAY OF HUNT STREET SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 169.25 FEET TO A REBAR SET AT A 10 FOOT ALLEY; THENCE ALONG SAID ALLEY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 1410.44 FEET TO A PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY OF ECTOR STREET (UNOPENED); THENCE ALONG SAID RIGHT OF WAY NORTH 54 DEGREES 29 MINUTES 50 SECONDS EAST 598.35 FEET TO A PIPE FOUND AT A 10 FOOT ALLEY; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 885.44 FEET ALONG SAID ALLEY TO A REBAR SET; THENCE SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 167.35 FEET TO A REBAR SET ON THE NORTHWESTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF PULASKI STREET; THENCE ALONG SAID RIGHT OF WAY SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 722.35 FEET TO A REBAR SET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 261.75 FEET TO THE POINT OF BEGINNING, CONTAINING 18.543 ACRES.

Document comparison by Workshare Compare on Wednesday, March 13, 2024
12:00:10 AM

Input:	
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Description	#862762v12<cloudimanager.com> - DHA RE Lease Option Agreement
Document 2 ID	iManage://cloudimanager.com/KHDOCS/1131497/1
Description	#1131497v1<cloudimanager.com> - DHA RE Second Amended and Restated Lease Option Agreement
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	15
Deletions	13
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	28

Property Information Report

City of Lynchburg Assessor's Office
 900 Church Street
 Lynchburg, VA 24504
 Telephone: (434) 455-3830
 8:30a.m. - 5:00 p.m. Mon - Fri

Parcel ID:	00206002	Owner:	LYNCHBURG REDEVELOPMENT & HOUSING AUTHORITY
Property Address:	311 CHAMBERS ST LYNCHBURG, VA 24501	Mailing Address:	918 COMMERCE ST LYNCHBURG, VA 24504-1602

Property Descriptions	
Legal Description:	DEARINGTON HOUSING PROJECT
Neighborhood:	1000 : COMMERCIAL MISC
Property Class:	743 : EXEMPT - CITY HOUSING AUTH

Land Information	
Area:	Legal Acreage: 1.500 GIS Acreage: 0.438
Frontage:	0.00ft
Depth:	0ft

Special Assessments	
Participant in Land Use:	NO
Land Use Deferral Amount:	--
Participant in Rehab Program:	NO
Exempt Amount:	--
Participant Until:	--

School Zones	
Elementary School:	DEARINGTON ELEMENTARY
Middle School:	LINKHORNE MIDDLE
High School:	E C GLASS HIGH
Zoning:	Zoning Description:
R-4	Medium-High Density Multi-Family Residential

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
10/29/1958	\$250	CITY OF LYNCHBURG	LYNCHBURG REDEVELOPMENT & HOUSING			
2/8/1954	\$0	DORSEY, CATHERINE 07/1936	CITY OF LYNCHBURG			
1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926				

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as the city of Lynchburg expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

Assessment

Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2023	\$13,100	\$125,600	\$138,700	7/1/2023	Proposed Assessment
2022	\$13,100	\$69,600	\$82,700	7/1/2022	Current Assessment
2021	\$13,100	\$69,600	\$82,700	7/1/2021	
2020	\$13,100	\$69,600	\$82,700	7/1/2020	
2019	\$13,100	\$69,600	\$82,700	7/1/2019	
2018	\$13,100	\$69,600	\$82,700	7/1/2018	
2017	\$13,100	\$69,600	\$82,700	7/1/2017	
2016	\$13,100	\$69,600	\$82,700	7/1/2016	
2015	\$13,100	\$69,600	\$82,700	7/1/2015	
2014	\$13,100	\$69,600	\$82,700	7/1/2014	
2013	\$13,100	\$69,600	\$82,700	7/1/2013	
2012	\$13,100	\$69,600	\$82,700	7/1/2012	
2011	\$13,100	\$69,600	\$82,700	7/1/2011	
2010	\$13,100	\$69,600	\$82,700	7/1/2010	
2009	\$13,100	\$69,600	\$82,700	7/1/2009	
2008	\$13,100	\$68,000	\$81,100	7/1/2008	
2007	\$13,100	\$68,000	\$81,100	7/1/2007	
2006	\$13,100	\$51,300	\$64,400	7/1/2006	
2005	\$13,100	\$51,300	\$64,400	7/1/2005	
2004	\$255,000	\$1,645,000	\$1,900,000	7/1/2004	
2003	\$255,000	\$1,645,000	\$1,900,000	7/1/2003	

Real Estate Property Tax Information

Total Due:
\$0.00

Current Year	Type	Date Due	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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History	Type	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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**Recent Sales Information by Neighborhood EXEMPT -
CITY HOUSING AUTH Property Class**

Parcel ID	Property Address	Recorded Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document Num
00220001	439 PULASKI ST	6/10/1996	\$16,500	IRVING, ANNIS M	LYNCHBURG REDEVELOPMENT & HOUSING	
00220001	439 PULASKI ST	3/13/1995	\$0	IRVING, HORACE E	IRVING, ANNIS M	
00220001	439 PULASKI ST	4/16/1985	\$2,500	DAVIS, LEONARD O	IRVING, HORACE E	
00220001	439 PULASKI ST	6/18/1975	\$5,500	JONES, MARY K	DAVIS, LEONARD O	
00206002	311 CHAMBERS ST	10/29/1958	\$250	CITY OF LYNCHBURG	LYNCHBURG REDEVELOPMENT & HOUSING	
00206002	311 CHAMBERS ST	2/8/1954	\$0	DORSEY, CATHERINE 07/1936	CITY OF LYNCHBURG	
00220001	439 PULASKI ST	11/6/1943	\$1,100	GRIFFIN, WILLIAM 07/1936	JONES, MARY K	
00206007	711 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206006	630 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206005	537 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206004	1425 HUNT ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206003	314 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00220001	439 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	GRIFFIN, WILLIAM 07/1936	
00206002	311 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	DORSEY, CATHERINE 07/1936	

Property Information Report

City of Lynchburg Assessor's Office
 900 Church Street
 Lynchburg, VA 24504
 Telephone: (434) 455-3830
 8:30a.m. - 5:00 p.m. Mon - Fri

Parcel ID:	00206003	Owner:	LYNCHBURG REDEVELOPMENT & HOUSING AUTHORITY
Property Address:	314 PULASKI ST LYNCHBURG, VA 24501	Mailing Address:	918 COMMERCE ST LYNCHBURG, VA 24504-1602

Property Descriptions	
Legal Description:	DEARINGTON HOUSING PROJECT
Neighborhood:	1000 : COMMERCIAL MISC
Property Class:	743 : EXEMPT - CITY HOUSING AUTH

Land Information	
Area:	Legal Acreage: 0.486 GIS Acreage: 0.486
Frontage:	0.00ft
Depth:	0ft

Special Assessments	
Participant in Land Use:	NO
Land Use Deferral Amount:	--
Participant in Rehab Program:	NO
Exempt Amount:	--
Participant Until:	--

School Zones	
Elementary School:	DEARINGTON ELEMENTARY
Middle School:	LINKHORNE MIDDLE
High School:	E C GLASS HIGH
Zoning:	Zoning Description:
R-4	Medium-High Density Multi-Family Residential

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926				

Assessment

Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2023	\$14,600	\$190,700	\$205,300	7/1/2023	Proposed Assessment
2022	\$14,600	\$146,300	\$160,900	7/1/2022	Current Assessment
2021	\$14,600	\$146,300	\$160,900	7/1/2021	
2020	\$14,600	\$146,300	\$160,900	7/1/2020	
2019	\$14,600	\$146,300	\$160,900	7/1/2019	
2018	\$14,600	\$146,300	\$160,900	7/1/2018	
2017	\$14,600	\$146,300	\$160,900	7/1/2017	
2016	\$14,600	\$146,300	\$160,900	7/1/2016	
2015	\$14,600	\$146,300	\$160,900	7/1/2015	
2014	\$14,600	\$146,300	\$160,900	7/1/2014	
2013	\$14,600	\$146,300	\$160,900	7/1/2013	
2012	\$14,600	\$146,300	\$160,900	7/1/2012	
2011	\$14,600	\$146,300	\$160,900	7/1/2011	
2010	\$14,600	\$146,300	\$160,900	7/1/2010	
2009	\$14,600	\$146,300	\$160,900	7/1/2009	
2008	\$14,600	\$143,200	\$157,800	7/1/2008	
2007	\$14,600	\$143,200	\$157,800	7/1/2007	
2006	\$14,600	\$138,400	\$153,000	7/1/2006	
2005	\$14,600	\$138,400	\$153,000	7/1/2005	

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as the city of Lynchburg expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

**Real Estate Property
Tax Information**

**Total Due:
\$0.00**

Current Year	Type	Date Due	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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History	Type	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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**Recent Sales Information by Neighborhood EXEMPT -
CITY HOUSING AUTH Property Class**

Parcel ID	Property Address	Recorded Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document Num
00220001	439 PULASKI ST	6/10/1996	\$16,500	IRVING, ANNIS M	LYNCHBURG REDEVELOPMENT & HOUSING	
00220001	439 PULASKI ST	3/13/1995	\$0	IRVING, HORACE E	IRVING, ANNIS M	
00220001	439 PULASKI ST	4/16/1985	\$2,500	DAVIS, LEONARD O	IRVING, HORACE E	
00220001	439 PULASKI ST	6/18/1975	\$5,500	JONES, MARY K	DAVIS, LEONARD O	
00206002	311 CHAMBERS ST	10/29/1958	\$250	CITY OF LYNCHBURG	LYNCHBURG REDEVELOPMENT & HOUSING	
00206002	311 CHAMBERS ST	2/8/1954	\$0	DORSEY, CATHERINE 07/1936	CITY OF LYNCHBURG	
00220001	439 PULASKI ST	11/6/1943	\$1,100	GRIFFIN, WILLIAM 07/1936	JONES, MARY K	
00206007	711 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206006	630 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206005	537 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206004	1425 HUNT ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206003	314 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00220001	439 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	GRIFFIN, WILLIAM 07/1936	
00206002	311 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	DORSEY, CATHERINE 07/1936	

Property Information Report

City of Lynchburg Assessor's Office
 900 Church Street
 Lynchburg, VA 24504
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 8:30a.m. - 5:00 p.m. Mon - Fri

Parcel ID:	00206005	Owner:	LYNCHBURG REDEVELOPMENT & HOUSING AUTHORITY
Property Address:	537 CHAMBERS ST LYNCHBURG, VA 24501	Mailing Address:	918 COMMERCE ST LYNCHBURG, VA 24504-1602

Property Descriptions	
Legal Description:	DEARINGTON HOUSING PROJECT
Neighborhood:	1000 : COMMERCIAL MISC
Property Class:	743 : EXEMPT - CITY HOUSING AUTH

Land Information	
Area:	Legal Acreage: 1.947 GIS Acreage: 1.947
Frontage:	0.00ft
Depth:	0ft

Special Assessments	
Participant in Land Use:	NO
Land Use Deferral Amount:	--
Participant in Rehab Program:	NO
Exempt Amount:	--
Participant Until:	--

School Zones	
Elementary School:	DEARINGTON ELEMENTARY
Middle School:	LINKHORNE MIDDLE
High School:	E C GLASS HIGH
Zoning:	Zoning Description:
R-4	Medium-High Density Multi-Family Residential

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926				

Assessment

Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2023	\$58,400	\$654,600	\$713,000	7/1/2023	Proposed Assessment
2022	\$58,400	\$591,100	\$649,500	7/1/2022	Current Assessment
2021	\$58,400	\$591,100	\$649,500	7/1/2021	
2020	\$58,400	\$591,100	\$649,500	7/1/2020	
2019	\$58,400	\$591,100	\$649,500	7/1/2019	
2018	\$58,400	\$591,100	\$649,500	7/1/2018	
2017	\$58,400	\$591,100	\$649,500	7/1/2017	
2016	\$58,400	\$591,100	\$649,500	7/1/2016	
2015	\$58,400	\$591,100	\$649,500	7/1/2015	
2014	\$58,400	\$591,100	\$649,500	7/1/2014	
2013	\$58,400	\$591,100	\$649,500	7/1/2013	
2012	\$58,400	\$591,100	\$649,500	7/1/2012	
2011	\$58,400	\$591,100	\$649,500	7/1/2011	
2010	\$58,400	\$591,100	\$649,500	7/1/2010	
2009	\$58,400	\$591,100	\$649,500	7/1/2009	
2008	\$58,400	\$578,000	\$636,400	7/1/2008	
2007	\$58,400	\$578,000	\$636,400	7/1/2007	
2006	\$58,400	\$507,800	\$566,200	7/1/2006	
2005	\$58,400	\$507,800	\$566,200	7/1/2005	

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**Real Estate Property
Tax Information**

**Total Due:
\$0.00**

Current Year	Type	Date Due	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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History	Type	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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**Recent Sales Information by Neighborhood EXEMPT -
CITY HOUSING AUTH Property Class**

Parcel ID	Property Address	Recorded Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document Num
00220001	439 PULASKI ST	6/10/1996	\$16,500	IRVING, ANNIS M	LYNCHBURG REDEVELOPMENT & HOUSING	
00220001	439 PULASKI ST	3/13/1995	\$0	IRVING, HORACE E	IRVING, ANNIS M	
00220001	439 PULASKI ST	4/16/1985	\$2,500	DAVIS, LEONARD O	IRVING, HORACE E	
00220001	439 PULASKI ST	6/18/1975	\$5,500	JONES, MARY K	DAVIS, LEONARD O	
00206002	311 CHAMBERS ST	10/29/1958	\$250	CITY OF LYNCHBURG	LYNCHBURG REDEVELOPMENT & HOUSING	
00206002	311 CHAMBERS ST	2/8/1954	\$0	DORSEY, CATHERINE 07/1936	CITY OF LYNCHBURG	
00220001	439 PULASKI ST	11/6/1943	\$1,100	GRIFFIN, WILLIAM 07/1936	JONES, MARY K	
00220001	439 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	GRIFFIN, WILLIAM 07/1936	
00206002	311 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	DORSEY, CATHERINE 07/1936	
00206007	711 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206006	630 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206005	537 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206004	1425 HUNT ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206003	314 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	

Property Information Report

City of Lynchburg Assessor's Office
 900 Church Street
 Lynchburg, VA 24504
 Telephone: (434) 455-3830
 8:30a.m. - 5:00 p.m. Mon - Fri

Parcel ID:	00206006	Owner:	LYNCHBURG REDEVELOPMENT & HOUSING AUTHORITY
Property Address:	630 CHAMBERS ST LYNCHBURG, VA 24501	Mailing Address:	918 COMMERCE ST LYNCHBURG, VA 24504-1602

Property Descriptions	
Legal Description:	DEARINGTON HOUSING PROJECT
Neighborhood:	1000 : COMMERCIAL MISC
Property Class:	743 : EXEMPT - CITY HOUSING AUTH

Land Information	
Area:	Legal Acreage: 0.929 GIS Acreage: 0.929
Frontage:	0.00ft
Depth:	0ft

Special Assessments	
Participant in Land Use:	NO
Land Use Deferral Amount:	--
Participant in Rehab Program:	NO
Exempt Amount:	--
Participant Until:	--

School Zones	
Elementary School:	DEARINGTON ELEMENTARY
Middle School:	LINKHORNE MIDDLE
High School:	E C GLASS HIGH
Zoning:	Zoning Description:
R-4	Medium-High Density Multi-Family Residential

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926				

Assessment

Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2023	\$27,900	\$390,000	\$417,900	7/1/2023	Proposed Assessment
2022	\$27,900	\$298,200	\$326,100	7/1/2022	Current Assessment
2021	\$27,900	\$298,200	\$326,100	7/1/2021	
2020	\$27,900	\$298,200	\$326,100	7/1/2020	
2019	\$27,900	\$298,200	\$326,100	7/1/2019	
2018	\$27,900	\$298,200	\$326,100	7/1/2018	
2017	\$27,900	\$298,200	\$326,100	7/1/2017	
2016	\$27,900	\$298,200	\$326,100	7/1/2016	
2015	\$27,900	\$298,200	\$326,100	7/1/2015	
2014	\$27,900	\$298,200	\$326,100	7/1/2014	
2013	\$27,900	\$298,200	\$326,100	7/1/2013	
2012	\$27,900	\$298,200	\$326,100	7/1/2012	
2011	\$27,900	\$298,200	\$326,100	7/1/2011	
2010	\$27,900	\$298,200	\$326,100	7/1/2010	
2009	\$27,900	\$298,200	\$326,100	7/1/2009	
2008	\$27,900	\$291,600	\$319,500	7/1/2008	
2007	\$27,900	\$291,600	\$319,500	7/1/2007	
2006	\$27,900	\$184,400	\$212,300	7/1/2006	
2005	\$27,900	\$184,400	\$212,300	7/1/2005	

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**Real Estate Property
Tax Information**

**Total Due:
\$0.00**

Current Year	Type	Date Due	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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History	Type	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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**Recent Sales Information by Neighborhood EXEMPT -
CITY HOUSING AUTH Property Class**

Parcel ID	Property Address	Recorded Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document Num
00220001	439 PULASKI ST	6/10/1996	\$16,500	IRVING, ANNIS M	LYNCHBURG REDEVELOPMENT & HOUSING	
00220001	439 PULASKI ST	3/13/1995	\$0	IRVING, HORACE E	IRVING, ANNIS M	
00220001	439 PULASKI ST	4/16/1985	\$2,500	DAVIS, LEONARD O	IRVING, HORACE E	
00220001	439 PULASKI ST	6/18/1975	\$5,500	JONES, MARY K	DAVIS, LEONARD O	
00206002	311 CHAMBERS ST	10/29/1958	\$250	CITY OF LYNCHBURG	LYNCHBURG REDEVELOPMENT & HOUSING	
00206002	311 CHAMBERS ST	2/8/1954	\$0	DORSEY, CATHERINE 07/1936	CITY OF LYNCHBURG	
00220001	439 PULASKI ST	11/6/1943	\$1,100	GRIFFIN, WILLIAM 07/1936	JONES, MARY K	
00220001	439 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	GRIFFIN, WILLIAM 07/1936	
00206002	311 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	DORSEY, CATHERINE 07/1936	
00206007	711 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206006	630 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206005	537 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206004	1425 HUNT ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206003	314 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	

Property Information Report

City of Lynchburg Assessor's Office
 900 Church Street
 Lynchburg, VA 24504
 Telephone: (434) 455-3830
 8:30a.m. - 5:00 p.m. Mon - Fri

Parcel ID:	00206007	Owner:	LYNCHBURG REDEVELOPMENT & HOUSING AUTHORITY
Property Address:	711 CHAMBERS ST LYNCHBURG, VA 24501	Mailing Address:	918 COMMERCE ST LYNCHBURG, VA 24504-1602

Property Descriptions	
Legal Description:	DEARINGTON HOUSING PROJECT
Neighborhood:	1000 : COMMERCIAL MISC
Property Class:	743 : EXEMPT - CITY HOUSING AUTH

Land Information	
Area:	Legal Acreage: 10.322 GIS Acreage: 10.076
Frontage:	0.00ft
Depth:	0ft

Special Assessments	
Participant in Land Use:	NO
Land Use Deferral Amount:	--
Participant in Rehab Program:	NO
Exempt Amount:	--
Participant Until:	--

School Zones	
Elementary School:	DEARINGTON ELEMENTARY
Middle School:	LINKHORNE MIDDLE
High School:	E C GLASS HIGH
Zoning:	Zoning Description:
R-4	Medium-High Density Multi-Family Residential

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926				

Assessment

Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2023	\$309,700	\$1,260,500	\$1,570,200	7/1/2023	Proposed Assessment
2022	\$309,700	\$961,400	\$1,271,100	7/1/2022	Current Assessment
2021	\$309,700	\$961,400	\$1,271,100	7/1/2021	
2020	\$309,700	\$961,400	\$1,271,100	7/1/2020	
2019	\$309,700	\$961,400	\$1,271,100	7/1/2019	
2018	\$309,700	\$961,400	\$1,271,100	7/1/2018	
2017	\$309,700	\$961,400	\$1,271,100	7/1/2017	
2016	\$309,700	\$961,400	\$1,271,100	7/1/2016	
2015	\$309,700	\$961,400	\$1,271,100	7/1/2015	
2014	\$309,700	\$961,400	\$1,271,100	7/1/2014	
2013	\$309,700	\$961,400	\$1,271,100	7/1/2013	
2012	\$309,700	\$961,400	\$1,271,100	7/1/2012	
2011	\$309,700	\$961,400	\$1,271,100	7/1/2011	
2010	\$309,700	\$961,400	\$1,271,100	7/1/2010	
2009	\$309,700	\$961,400	\$1,271,100	7/1/2009	
2008	\$309,700	\$939,500	\$1,249,200	7/1/2008	
2007	\$309,700	\$939,500	\$1,249,200	7/1/2007	
2006	\$309,700	\$877,000	\$1,186,700	7/1/2006	
2005	\$309,700	\$877,000	\$1,186,700	7/1/2005	

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**Real Estate Property
Tax Information**

**Total Due:
\$0.00**

Current Year	Type	Date Due	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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History	Type	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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**Recent Sales Information by Neighborhood EXEMPT -
CITY HOUSING AUTH Property Class**

Parcel ID	Property Address	Recorded Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document Num
00220001	439 PULASKI ST	6/10/1996	\$16,500	IRVING, ANNIS M	LYNCHBURG REDEVELOPMENT & HOUSING	
00220001	439 PULASKI ST	3/13/1995	\$0	IRVING, HORACE E	IRVING, ANNIS M	
00220001	439 PULASKI ST	4/16/1985	\$2,500	DAVIS, LEONARD O	IRVING, HORACE E	
00220001	439 PULASKI ST	6/18/1975	\$5,500	JONES, MARY K	DAVIS, LEONARD O	
00206002	311 CHAMBERS ST	10/29/1958	\$250	CITY OF LYNCHBURG	LYNCHBURG REDEVELOPMENT & HOUSING	
00206002	311 CHAMBERS ST	2/8/1954	\$0	DORSEY, CATHERINE 07/1936	CITY OF LYNCHBURG	
00220001	439 PULASKI ST	11/6/1943	\$1,100	GRIFFIN, WILLIAM 07/1936	JONES, MARY K	
00220001	439 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	GRIFFIN, WILLIAM 07/1936	
00206002	311 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	DORSEY, CATHERINE 07/1936	
00206007	711 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206006	630 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206005	537 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206004	1425 HUNT ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206003	314 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	

Property Information Report

City of Lynchburg Assessor's Office
 900 Church Street
 Lynchburg, VA 24504
 Telephone: (434) 455-3830
 8:30a.m. - 5:00 p.m. Mon - Fri

Parcel ID:	00206004	Owner:	LYNCHBURG REDEVELOPMENT & HOUSING AUTHORITY
Property Address:	1425 HUNT ST LYNCHBURG, VA 24501	Mailing Address:	918 COMMERCE ST LYNCHBURG, VA 24504-1602

Property Descriptions	
Legal Description:	DEARINGTON HOUSING PROJECT
Neighborhood:	1000 : COMMERCIAL MISC
Property Class:	743 : EXEMPT - CITY HOUSING AUTH

Land Information	
Area:	Legal Acreage: 1.966 GIS Acreage: 1.966
Frontage:	0.00ft
Depth:	0ft

Special Assessments	
Participant in Land Use:	NO
Land Use Deferral Amount:	--
Participant in Rehab Program:	NO
Exempt Amount:	--
Participant Until:	--

School Zones	
Elementary School:	DEARINGTON ELEMENTARY
Middle School:	LINKHORNE MIDDLE
High School:	E C GLASS HIGH
Zoning:	Zoning Description:
R-4	Medium-High Density Multi-Family Residential

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926				

Assessment

Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2023	\$59,000	\$949,200	\$1,008,200	7/1/2023	Proposed Assessment
2022	\$59,000	\$629,100	\$688,100	7/1/2022	Current Assessment
2021	\$59,000	\$629,100	\$688,100	7/1/2021	
2020	\$59,000	\$629,100	\$688,100	7/1/2020	
2019	\$59,000	\$629,100	\$688,100	7/1/2019	
2018	\$59,000	\$629,100	\$688,100	7/1/2018	
2017	\$59,000	\$629,100	\$688,100	7/1/2017	
2016	\$59,000	\$629,100	\$688,100	7/1/2016	
2015	\$59,000	\$629,100	\$688,100	7/1/2015	
2014	\$59,000	\$629,100	\$688,100	7/1/2014	
2013	\$59,000	\$629,100	\$688,100	7/1/2013	
2012	\$59,000	\$629,100	\$688,100	7/1/2012	
2011	\$59,000	\$629,100	\$688,100	7/1/2011	
2010	\$59,000	\$629,100	\$688,100	7/1/2010	
2009	\$59,000	\$629,100	\$688,100	7/1/2009	
2008	\$59,000	\$616,200	\$675,200	7/1/2008	
2007	\$59,000	\$616,200	\$675,200	7/1/2007	
2006	\$59,000	\$603,100	\$662,100	7/1/2006	
2005	\$59,000	\$603,100	\$662,100	7/1/2005	

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as the city of Lynchburg expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

**Real Estate Property
Tax Information**

**Total Due:
\$0.00**

Current Year	Type	Date Due	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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History	Type	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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**Recent Sales Information by Neighborhood EXEMPT -
CITY HOUSING AUTH Property Class**

Parcel ID	Property Address	Recorded Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document Num
00220001	439 PULASKI ST	6/10/1996	\$16,500	IRVING, ANNIS M	LYNCHBURG REDEVELOPMENT & HOUSING	
00220001	439 PULASKI ST	3/13/1995	\$0	IRVING, HORACE E	IRVING, ANNIS M	
00220001	439 PULASKI ST	4/16/1985	\$2,500	DAVIS, LEONARD O	IRVING, HORACE E	
00220001	439 PULASKI ST	6/18/1975	\$5,500	JONES, MARY K	DAVIS, LEONARD O	
00206002	311 CHAMBERS ST	10/29/1958	\$250	CITY OF LYNCHBURG	LYNCHBURG REDEVELOPMENT & HOUSING	
00206002	311 CHAMBERS ST	2/8/1954	\$0	DORSEY, CATHERINE 07/1936	CITY OF LYNCHBURG	
00220001	439 PULASKI ST	11/6/1943	\$1,100	GRIFFIN, WILLIAM 07/1936	JONES, MARY K	
00206007	711 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206006	630 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206005	537 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206004	1425 HUNT ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00206003	314 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	LYNCHBURG REDEVELOPMENT & HOUSING	
00220001	439 PULASKI ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	GRIFFIN, WILLIAM 07/1936	
00206002	311 CHAMBERS ST	1/1/1926	\$0	CAMPBELL COUNTY ANNEXATION 1926	DORSEY, CATHERINE 07/1936	

DEARINGTON LEGAL DESCRIPTION

BEGINNING AT A REBAR FOUND ON THE EASTERLY RIGHT OF WAY LINE OF CHAMBERS STREET, FORMERLY KNOWN AS BATH STREET (POB); THENCE ALONG SAID RIGHT OF WAY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 197.35 FEET TO A MAG NAIL SET AT THE NORTHEASTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF CHAMBERS STREET AND THE WESTERLY RIGHT OF WAY OF HUNT STREET (UNOPENED); THENCE LEAVING CHAMBERS STREET ALONG RIGHT OF WAY OF HUNT STREET SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 169.25 FEET TO A REBAR SET AT A 10 FOOT ALLEY; THENCE ALONG SAID ALLEY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 1410.44 FEET TO A PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY OF ECTOR STREET (UNOPENED); THENCE ALONG SAID RIGHT OF WAY NORTH 54 DEGREES 29 MINUTES 50 SECONDS EAST 598.35 FEET TO A PIPE FOUND AT A 10 FOOT ALLEY; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 885.44 FEET ALONG SAID ALLEY TO A REBAR SET; THENCE SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 167.35 FEET TO A REBAR SET ON THE NORTHWESTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF PULASKI STREET; THENCE ALONG SAID RIGHT OF WAY SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 722.35 FEET TO A REBAR SET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 261.75 FEET TO THE POINT OF BEGINNING, CONTAINING 18.543 ACRES.

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

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

Rehabilitation -30% performance increase over existing, based on HERS Index
Or Must evidence a HERS Index of 80 or lower
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 lower.
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.

TRUE 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.

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

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

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

Signed: [Signature]

Date: 3/7/24

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Signature]

Provider Contact and Phone/Email (804) 225-9843 / sean.shanley@viridiant.org

ENERGY STAR MF V1.1 Home Report

Property

311 Chambers St
Lynchburg, VA 24501
Model: 1 BR Basement Int
Community: Dearington Hills Apartm

Organization

Viridiant
Stacey Smith

Inspection Status

Results are projected

Builder

Dearington Hills Apartments - 1 BR
int Basement Level
1 BR Basement Int

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	72
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>72</u>
As Designed Home ERI (HERS)	61
As Designed Home ERI (HERS) w/o PV	61

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	7.0	3.2
Cooling	2.8	1.9
Water Heating	4.6	4.1
Lights and Appliances	12.4	14.3
Total	26.8	23.5



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an **EPA ENERGY STAR Qualified Home** under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.0

Energy Cost Savings

	\$/yr
Heating	51
Cooling	20
Water Heating	25
Lights & Appliances	-85
Generation Savings	0
Total	12

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.1.0.3253

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YOUR HOME WAS DESIGNED, ENGINEERED, AND
CONSTRUCTED IN CONFORMANCE TO U.S
DEPARTMENT OF ENERGY (DOE) GUIDELINES
FOR EXTRAORDINARY LEVELS OF EXCELLENCE
AND QUALITY.

ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

311 Chambers St, Lynchburg, VA 24501

Builder:

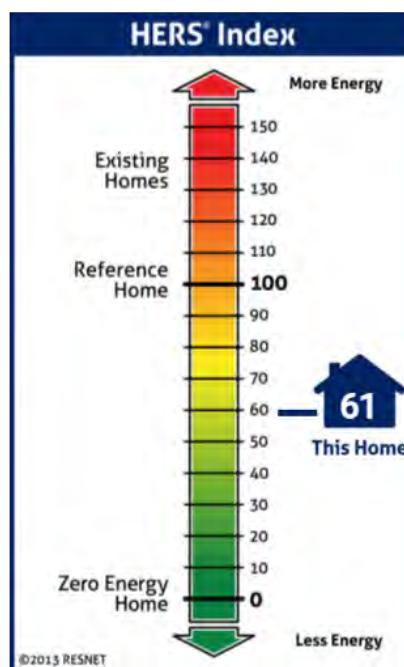
Inspector: Viridiant

Date: 2023-03-02

HERS Score: 61

ZERH Target Score: 61

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 4.1.0.3253

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ENERGY STAR MF V1.1 Home Report

Property

311 Chambers St
Lynchburg, VA 24501
Model: 1 BR int Top and Mid Fls
Community: Dearington Hills Apartm

Organization

Viridiant
Stacey Smith

Inspection Status

Results are projected

Builder

Dearington Hills Apartments - 1 BR
int Top and Mid Fls
1 BR Top and Mid Fls

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	69
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>69</u>
As Designed Home ERI (HERS)	57
As Designed Home ERI (HERS) w/o PV	57

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	4.9	1.8
Cooling	3.4	2.0
Water Heating	4.6	4.0
Lights and Appliances	12.6	14.4
Total	25.6	22.2



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an **EPA ENERGY STAR Qualified Home** under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.0

Energy Cost Savings

	\$/yr
Heating	20
Cooling	31
Water Heating	30
Lights & Appliances	-77
Generation Savings	0
Total	3

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.1.0.3253

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

311 Chambers St, Lynchburg, VA 24501

Builder:

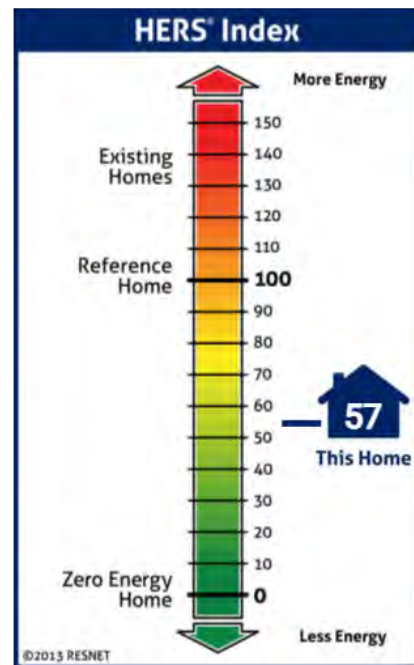
Inspector: Viridiant

Date: 2023-03-02

HERS Score: 57

ZERH Target Score: 58

THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 4.1.0.3253

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ENERGY STAR MF V1.1 Home Report

Property

311 Chambers St
Lynchburg, VA 24501
Model: 2 BR Basement End
Community: Dearington Hills Apartm

Organization

Viridiant
Stacey Smith

Inspection Status

Results are projected

Builder

Dearington Hills Apartments - 2 BR
End Basement Level
2 BR End Unit Basement

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	68
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>68</u>
As Designed Home ERI (HERS)	56
As Designed Home ERI (HERS) w/o PV	56

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	10.0	5.8
Cooling	4.2	2.7
Water Heating	6.4	5.7
Lights and Appliances	15.7	17.1
Total	36.3	31.3



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an **EPA ENERGY STAR Qualified Home under Version Multifamily V1.1**

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.4

Energy Cost Savings

	\$/yr
Heating	87
Cooling	34
Water Heating	36
Lights & Appliances	-60
Generation Savings	0
Total	98

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.1.0.3253

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

311 Chambers St, Lynchburg, VA 24501

Builder:

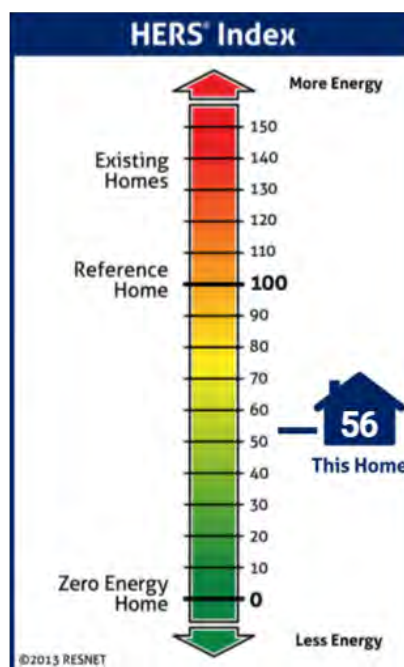
Inspector: Viridiant

Date: 2023-03-02

HERS Score: 56

ZERH Target Score: 60

THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 4.1.0.3253

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ENERGY STAR MF V1.1 Home Report

Property

311 Chambers St
Lynchburg, VA 24501
Model: 2 BR int 2nd Fl Slab on Grade
Community: Dearington Hills Apartm

Organization

Viridiant
Stacey Smith

Inspection Status

Results are projected

Builder

Dearington Hills Apartments - 2 BR
int 2nd Fl Slab on Grade
2 BR int 2nd Fl Slab on Grade

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	71
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>71</u>
As Designed Home ERI (HERS)	56
As Designed Home ERI (HERS) w/o PV	56

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	7.0	2.7
Cooling	4.4	2.7
Water Heating	6.4	5.5
Lights and Appliances	15.5	17.0
Total	33.3	27.9



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an **EPA ENERGY STAR Qualified Home** under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.2

Energy Cost Savings

	\$/yr
Heating	25
Cooling	39
Water Heating	44
Lights & Appliances	-68
Generation Savings	0
Total	40

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.1.0.3253

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

311 Chambers St, Lynchburg, VA 24501

Builder:

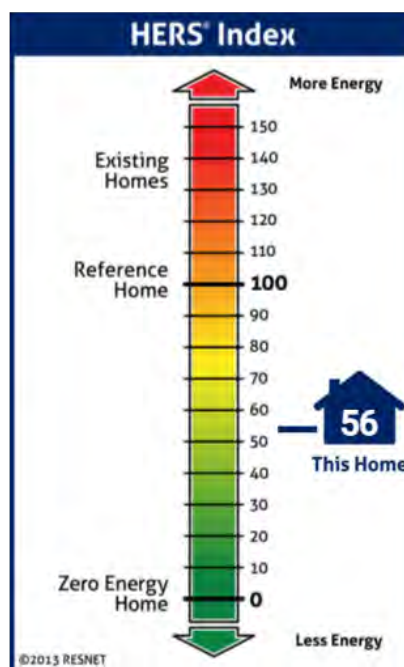
Inspector: Viridiant

Date: 2023-03-02

HERS Score: 56

ZERH Target Score: 60

THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 4.1.0.3253

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ENERGY STAR MF V1.1 Home Report

Property

311 Chambers St
Lynchburg, VA 24501
Model: 2 BR Basement Int
Community: Dearington Hills Apartm

Organization

Viridiant
Stacey Smith

Inspection Status

Results are projected

Builder

Dearington Hills Apartments - 2 BR
int Basement Level
2 BR Int Unit Basement

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	69
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>69</u>
As Designed Home ERI (HERS)	57
As Designed Home ERI (HERS) w/o PV	57

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	7.9	4.1
Cooling	4.1	2.5
Water Heating	6.4	5.7
Lights and Appliances	15.7	17.0
Total	34.1	29.4



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an **EPA ENERGY STAR Qualified Home under Version Multifamily V1.1**

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.3

Energy Cost Savings

	\$/yr
Heating	69
Cooling	37
Water Heating	37
Lights & Appliances	-58
Generation Savings	0
Total	84

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.1.0.3253

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

311 Chambers St, Lynchburg, VA 24501

Builder:

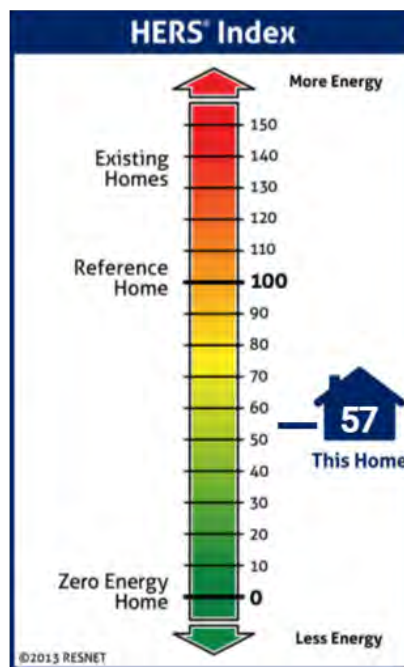
Inspector: Viridiant

Date: 2023-03-02

HERS Score: 57

ZERH Target Score: 61

THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 4.1.0.3253

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ENERGY STAR MF V1.1 Home Report

Property

311 Chambers St
Lynchburg, VA 24501
Model: 2 BR int Top and Mid Fls
Community: Dearington Hills Apartm

Organization

Viridiant
Stacey Smith

Inspection Status

Results are projected

Builder

Dearington Hills Apartments - 2 BR
int Top and Mid Fls
2 BR int Top and Mid Fls

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	69
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>69</u>
As Designed Home ERI (HERS)	53
As Designed Home ERI (HERS) w/o PV	53

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	8.0	3.0
Cooling	4.1	2.4
Water Heating	6.4	5.5
Lights and Appliances	16.2	17.1
Total	34.7	28.1



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an **EPA ENERGY STAR Qualified Home under Version Multifamily V1.1**

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.3

Energy Cost Savings

	\$/yr
Heating	39
Cooling	38
Water Heating	44
Lights & Appliances	-43
Generation Savings	0
Total	78

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.1.0.3253

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.



YOUR HOME WAS DESIGNED, ENGINEERED, AND CONSTRUCTED IN CONFORMANCE TO U.S DEPARTMENT OF ENERGY (DOE) GUIDELINES FOR EXTRAORDINARY LEVELS OF EXCELLENCE AND QUALITY.

ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

311 Chambers St, Lynchburg, VA 24501

Builder:

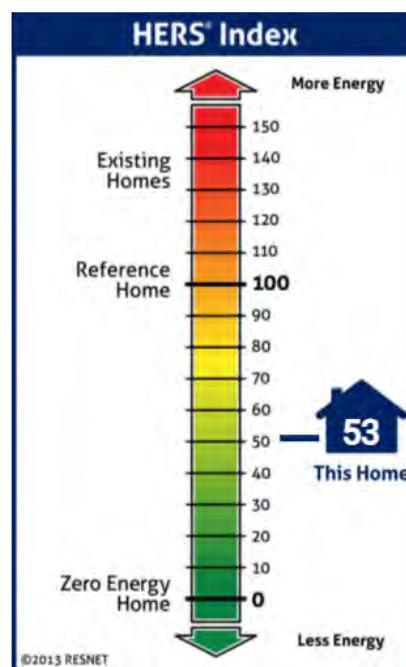
Inspector: Viridiant

Date: 2023-03-02

HERS Score: 53

ZERH Target Score: 58

THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 4.1.0.3253

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ENERGY STAR MF V1.1 Home Report

Property

311 Chambers St
Lynchburg, VA 24501
Model: 3 BR End 2nd FI Mixed Found
Community: Dearington Hills Apartm

Organization

Viridiant
Stacey Smith

Inspection Status

Results are projected

Builder

Dearington Hills Apartments - 3 BR
End 2nd FI Mixed Foundation
3 BR End 2nd FI Mixed Foundation

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	69
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>69</u>
As Designed Home ERI (HERS)	53
As Designed Home ERI (HERS) w/o PV	53

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	12.4	5.8
Cooling	5.8	3.6
Water Heating	8.1	7.7
Lights and Appliances	18.4	19.3
Total	44.7	36.5



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an **EPA ENERGY STAR Qualified Home** under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.3

Energy Cost Savings

	\$/yr
Heating	65
Cooling	47
Water Heating	20
Lights & Appliances	-42
Generation Savings	0
Total	90

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.1.0.3253

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YOUR HOME WAS DESIGNED, ENGINEERED, AND CONSTRUCTED IN CONFORMANCE TO U.S. DEPARTMENT OF ENERGY (DOE) GUIDELINES FOR EXTRAORDINARY LEVELS OF EXCELLENCE AND QUALITY.

ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

311 Chambers St, Lynchburg, VA 24501

Builder:

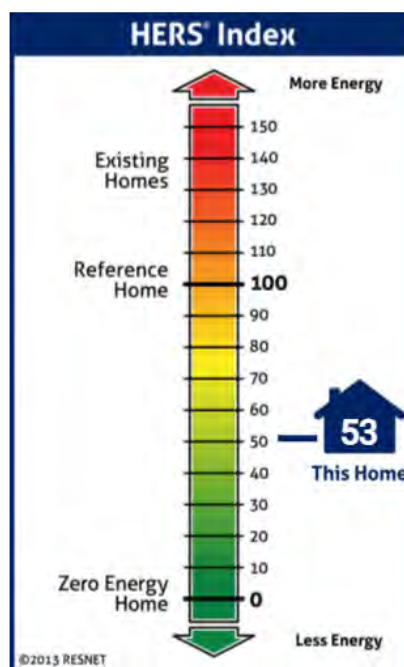
Inspector: Viridiant

Date: 2023-03-02

HERS Score: 53

ZERH Target Score: 58

THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 4.1.0.3253

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ENERGY STAR MF V1.1 Home Report

Property

311 Chambers St
Lynchburg, VA 24501
Model: 3 BR End Top and Mid Fls
Community: Dearington Hills Apartm

Organization

Viridiant
Stacey Smith

Inspection Status

Results are projected

Builder

Dearington Hills Apartments - 3 BR
End Top and Mid Fls
3 BR End Top and Mid Fls

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	64
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>64</u>
As Designed Home ERI (HERS)	52
As Designed Home ERI (HERS) w/o PV	52

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	9.4	5.2
Cooling	5.7	3.5
Water Heating	8.1	7.7
Lights and Appliances	19.1	19.4
Total	42.3	35.8



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an **EPA ENERGY STAR Qualified Home** under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.5

Energy Cost Savings

	\$/yr
Heating	72
Cooling	52
Water Heating	20
Lights & Appliances	-15
Generation Savings	0
Total	129

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.1.0.3253

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

311 Chambers St, Lynchburg, VA 24501

Builder:

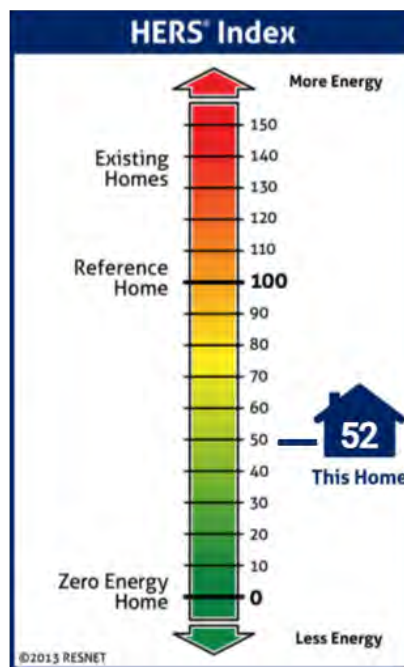
Inspector: Viridiant

Date: 2023-03-02

HERS Score: 52

ZERH Target Score: 56

THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 4.1.0.3253

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ENERGY STAR MF V1.1 Home Report

Property

311 Chambers St
Lynchburg, VA 24501
Model: 3 BR Int 2nd FI Mixed Founda
Community: Dearington Hills Apartm

Organization

Viridiant
Stacey Smith

Inspection Status

Results are projected

Builder

Dearington Hills Apartments - 3 BR
Int 2nd FI Mixed Foundation
3 BR Int 2nd FI Mixed Foundation

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	70
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>70</u>
As Designed Home ERI (HERS)	52
As Designed Home ERI (HERS) w/o PV	52

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	9.0	3.1
Cooling	6.3	3.8
Water Heating	8.1	6.9
Lights and Appliances	18.6	19.7
Total	42.0	33.5



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an **EPA ENERGY STAR Qualified Home** under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.3

Energy Cost Savings

	\$/yr
Heating	10
Cooling	57
Water Heating	59
Lights & Appliances	-48
Generation Savings	0
Total	78

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

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ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

311 Chambers St, Lynchburg, VA 24501

Builder:

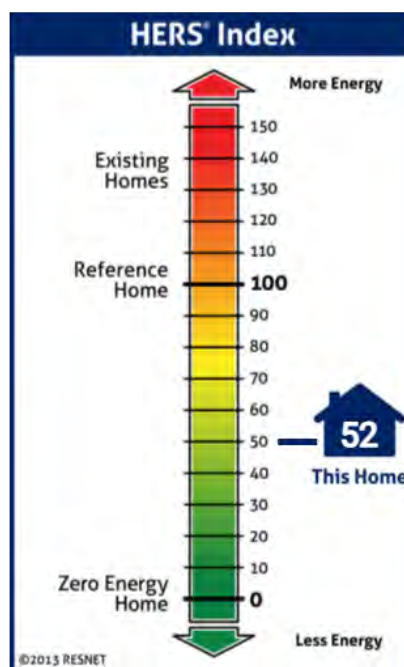
Inspector: Viridiant

Date: 2023-03-02

HERS Score: 52

ZERH Target Score: 58

THIS HOME MEETS OR EXCEEDS THE MINIMUM CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 4.1.0.3253

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ENERGY STAR MF V1.1 Home Report

Property

311 Chambers St
Lynchburg, VA 24501
Model: 3 BR Int Top and Mid Fls
Community: Dearington Hills Apartm

Organization

Viridiant
Stacey Smith

Inspection Status

Results are projected

Builder

Dearington Hills Apartments - 3 BR
Int Top and Mid Fls
3 BR Int 2nd FI Mixed Foundation

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	68
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>68</u>
As Designed Home ERI (HERS)	51
As Designed Home ERI (HERS) w/o PV	51

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	9.6	3.8
Cooling	6.2	3.6
Water Heating	8.1	7.0
Lights and Appliances	19.6	19.8
Total	43.5	34.1



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an **EPA ENERGY STAR Qualified Home under Version Multifamily V1.1**

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.5

Energy Cost Savings

	\$/yr
Heating	35
Cooling	60
Water Heating	59
Lights & Appliances	-12
Generation Savings	0
Total	143

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.1.0.3253

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CONSTRUCTED IN CONFORMANCE TO U.S
DEPARTMENT OF ENERGY (DOE) GUIDELINES
FOR EXTRAORDINARY LEVELS OF EXCELLENCE
AND QUALITY.

ZERO
ENERGY READY HOME
U.S. DEPARTMENT OF ENERGY

UNCONFIRMED

Address:

311 Chambers St, Lynchburg, VA 24501

Builder:

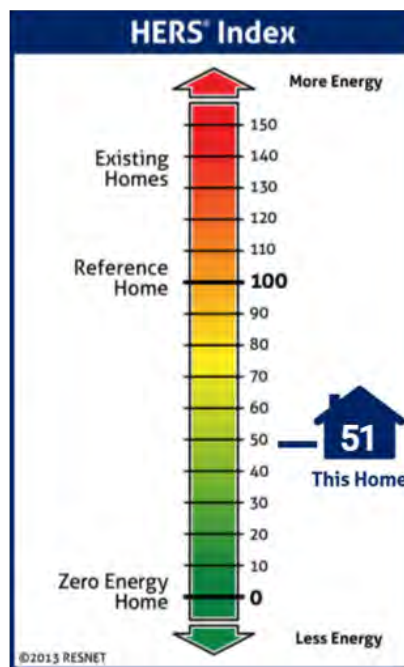
Inspector: Viridiant

Date: 2023-03-02

HERS Score: 51

ZERH Target Score: 57

THIS HOME MEETS OR EXCEEDS THE MINIMUM
CRITERIA FOR THE FOLLOWING:
ENERGY STAR MF V1.1
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT
BUILDING TECHNOLOGIES
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 4.1.0.3253

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Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

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

General Instructions:

1. The Local Certification section **must** be completed by the appropriate local official or Civil Engineer.
2. The Engineer **must** be registered in the Commonwealth of Virginia.
3. 'Development Description' should be provided by the Owner.
4. 'Development Address' should correspond to I.A.2 on page 1 of the application.
5. 'Legal Description' should correspond to the site control document in the application.
6. 'Proposed Improvements' should correspond with I.B & D and III.A of the application.
7. 'Other Descriptive Information' should correspond with information in the application.
8. Any change in this Certification may result in disqualification of the application.

If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com

Zoning Certification

DATE:

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

RE: ZONING CERTIFICATION

Name of Development: _____

Name of Owner/Applicant: _____

Name of Seller/Current Owner: _____

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

DEVELOPMENT DESCRIPTION:

Development Address:

Legal Description:

Proposed Improvements:

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

Zoning Certification, cont'd

Current Zoning: _____ allowing a density of _____ units per acre, and the following other applicable conditions: _____

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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

Signature

DAVID VERDIS

Printed Name

PROJECT MANAGER

Title of Local Official or Civil Engineer

(804) 273-8372

Phone:

03/13/2013

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 contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

DEARINGTON LEGAL DESCRIPTION

BEGINNING AT A REBAR FOUND ON THE EASTERLY RIGHT OF WAY LINE OF CHAMBERS STREET, FORMERLY KNOWN AS BATH STREET (POB); THENCE ALONG SAID RIGHT OF WAY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 197.35 FEET TO A MAG NAIL SET AT THE NORTHEASTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF CHAMBERS STREET AND THE WESTERLY RIGHT OF WAY OF HUNT STREET (UNOPENED); THENCE LEAVING CHAMBERS STREET ALONG RIGHT OF WAY OF HUNT STREET SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 169.25 FEET TO A REBAR SET AT A 10 FOOT ALLEY; THENCE ALONG SAID ALLEY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 1410.44 FEET TO A PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY OF ECTOR STREET (UNOPENED); THENCE ALONG SAID RIGHT OF WAY NORTH 54 DEGREES 29 MINUTES 50 SECONDS EAST 598.35 FEET TO A PIPE FOUND AT A 10 FOOT ALLEY; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 885.44 FEET ALONG SAID ALLEY TO A REBAR SET; THENCE SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 167.35 FEET TO A REBAR SET ON THE NORTHWESTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF PULASKI STREET; THENCE ALONG SAID RIGHT OF WAY SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 722.35 FEET TO A REBAR SET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 261.75 FEET TO THE POINT OF BEGINNING, CONTAINING 18.543 ACRES.

Tab H:

Attorney's Opinion (MANDATORY)



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

March 12, 2024

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

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)
Name of Development: DRPI
Name of Owner: DRPI, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 12, 2024 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), 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 exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.


5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

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

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority (“Virginia Housing”) to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing and may not be relied upon by any other party for any other purpose.

This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

Klein Hornig, LLP

By: 

Erik T. Hoffman
Partner

Klein Hornig LLP

COUNSELORS AT LAW

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

H.

Attorney's Opinion

Attorney's Opinion Letter

General Instructions

- ~~1. This Opinion **must** be included with application.~~
- ~~2. This Opinion **must** be submitted under law firm's letterhead.~~
- ~~3. The executed Opinion submitted as part of the application **must** be accompanied by a blackline showing that no changes have been made to this form beyond those necessary to complete it (e.g. filling in blanks, selecting bracketed language as appropriate).~~
- ~~4. If circumstances unique to a particular application require modification of this form, any such modification **must** be approved by Virginia Housing in writing within six months prior to the application deadline. A copy of any such approval must be included with this executed Opinion as part of the application.~~
- ~~5. **Be aware that there is a 9% version and a Tax Exempt version.** Failure to utilize the correct form or to abide by the instructions above form may result in a point penalty or rejection of the application.~~

~~If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.~~

Attorney's Opinion Letter

~~**Date** (Must be on or after the application date below) March 12, 2024~~

~~**To/TO:** Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220~~

~~RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)
Name of Development: DRPI
Name of Owner : DRPI, LLC~~

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 12, 2024 (of which this

opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

~~2.[Select One]~~

~~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.~~

~~OR~~

2. Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), 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.[Select One]~~

~~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.~~

~~OR~~

4. The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy

all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by 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.[Delete if inapplicable] 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.[Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.~~

~~8.[Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~9.[Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~

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

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing and may not be relied upon by any other party for any other purpose.

This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

~~Firm Name~~

Klein Hornig, LLP



Its

By: _____

Title

Erik T. Hoffman
Partner

Document comparison by Workshare Compare on Thursday, March 14, 2024
9:14:06 AM

Input:	
Document 1 ID	iManage://cloudimanager.com/khdocs/1131685/1
Description	#1131685v1<cloudimanager.com> - DHA VHDA LIHTC Application for Reservation 9% Attorneys Opinion
Document 2 ID	iManage://cloudimanager.com/khdocs/1131685/2
Description	#1131685v2<cloudimanager.com> - DHA VHDA LIHTC Application for Reservation 9% Attorneys Opinion
Rendering set	Standard

Legend:	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	17
Deletions	38
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	55

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)

This deal does not require
information behind this tab.

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

Relocation Policy and Plan for DRPI Residents

A. Purpose

This document represents DRPI, LLC's (DRPI) and Lynchburg Redevelopment & Housing Authority's (LRHA) Relocation Plan for DRPI. This document was prepared to inform Residents who will be permanently relocated by the DRPI redevelopment and to guide staff working with the Residents who will be temporarily relocated on relocation policies and procedures.

New Owner: DRPI, LLC
1100 NW 4th Ave
Delray Beach, FL 33444

Current Owner: Lynchburg Redevelopment & Housing Authority
1948 Thompson Drive
Lynchburg, VA 24501

The Relocation Plan sets forth the procedures for relocating residents of the Lynchburg Redevelopment & Housing Authority's (LRHA) Dearington Hills site who will be permanently displaced as a result of the redevelopment of the existing development.

The objectives of this plan are to minimize the hardship of relocation and to ensure that each resident required to move in due to project activity is provided the full measure of assistance for which the resident is eligible. This Plan outlines requirements to be adhered to under Section 18 guidelines. Because this is a Section 18 demolition project, that is being undertaken without the use of Federal Funds, the relocation is not subject to the Uniform Relocation Act. The LRHA plans to minimize the hardship of relocation for all eligible residents and ensure that each eligible resident that is required to move is provided with relocation assistance. All relocation procedures and operations will be conducted in accordance with the applicable rules and regulations of the LRHA, the state of Virginia law and regulations, and Virginia Housing Relocation Assistance Guidelines (attached hereto).

We are committed to a deeply intentional relocation process with the following goals:

- Minimize disruption to the affected households;
- Efficiently utilize and coordinate limited resources;
- Clearly communicate rights, benefits, and responsibilities of all parties; and
- Follow all applicable statutes and regulations at the federal, state, and local levels.

B. Project Summary

The LRHA and the proposed new owner have completed a comprehensive physical assessment of Dearington Hills Housing community and determined that the properties built in the 1970's have met their useful life and are functionally obsolete. As a result, LRHA/DRPI will submit a Section 18 Obsolescence application to the HUD Special Applications Center (SAC) to demolish a portion of the site if an allocation of 9% tax credits is awarded to the project. A new community will be developed on a portion of the overall site under the 9% Low Income Housing Tax Credit (LIHTC) Program and former residents of these communities who otherwise meet all LIHTC requirements, are in "good

standing” with their current lease, and in “good standing” with the LRHA will have a preference to return to the newly developed community once completed.

Because of the utilization of the phased Section 18 Demolition and Disposition, this will allow for HUD to approve the overall project plan up front, and award Tenant Protection Vouchers (TPVs) when needed. Residents that will need to be permanently displaced because of the 1st phase of the redevelopment will receive TPVs and will be assisted by LRHA to find like-for-like housing.

C. Relocation Schedule

No Resident will be required to relocate until after they have received the proper notices as outlined in this Relocation Plan. However, Residents will have the opportunity to relocate earlier than the dates provided in the notices outlined in this Relocation Plan on a voluntary basis. DRPI expects that most relocations will be permanent relocations to a unit similar to the one the Resident was residing in. DRPI and LRHA expect permanent relocation to take place according to the following timeline (these dates may very well change based on closing on the tax credit financing, timing of voluntary relocations, if any, and the progress of the renovations):

July 2023	Contingent upon an allocation of 9% LIHTC, LRHA staff to send written notice regarding relocation to tenants that will need to be permanently relocated because of the redevelopment.
February 2024	Move Residents to permanent locations once the HUD approval of the Section 18 is received.
July 2024	Close on the financing and begin construction on the redevelopment of a portion of the existing Dearington Hills Apartments site.

D. Regulatory Authority

The policies and procedures regarding relocation in this Relocation Plan will be performed in compliance with Section 55-222 of the Code of Virginia and the VHDA “Relocation Assistance Guidelines” for Low Income Housing Tax Credits (please see the attached copy of these guidelines). This Relocation Plan follows these guidelines specifically regarding (1) relocation payments, (2) relocation assistance, (3) the 120-day notice to vacate period and (4) the full communication of redevelopment and permanent relocation of existing residents. Pursuant to VHDA guidelines, a Relocation Plan has been submitted to the Virginia Housing Development Authority, Multi-Family Development Division, to the attention of the Tax Credit Program Administrator.

E. Moving Cost Reimbursement

DRPI/LRHA’s moving cost reimbursement to the Resident is limited to \$100.00 if either of the following applies:

- a. A Resident has minimal possessions and occupies a dormitory style room, or
- b. A Resident move is performed by an agency at no cost to the tenant.

If neither 'a' nor 'b' above applies, and the tenant opts to move his/her belongings, the reimbursement to the Resident may be based on one or a combination of the following:

- Based on the Federal Highway Administration's Fixed Residential Moving Cost Schedule (see Virginia)
- Based on Resident's actual reasonable moving and related expenses

The Fixed Residential Moving Cost Schedule includes moving costs and utility connection expenses and is based on the number of rooms of furniture, not the number of bedrooms per unit.

Resident's actual reasonable moving and related expenses are defined as

- The lower of two bids or estimates prepared by a commercial mover; or
- Receipted bills for labor and equipment

Hourly labor rates should not exceed the rates paid by a commercial mover to employees performing the same activity and, equipment rental fees should be based on the actual rental cost of the equipment not to exceed the cost paid by a commercial mover.

DRPI/LRHA plans to move each Resident that needs to be permanently relocated in which case the moving cost reimbursement amount to each such Resident will be limited to \$100 as set forth above. The current project budget assumes a relocation budget to support the moving of residents that will be displaced permanently.

G. ADVISORY SERVICES (PERMANENT RELOCATION)

If a Resident cannot return to Resident's original unit, then the Resident is considered to be "displaced" and the relocation is considered a "permanent relocation." If a Resident is displaced, then DRPI/LRHA will provide the Resident with Advisory Services in addition to Moving Cost Reimbursement. Advisory Services include:

- Providing information about units available within the development
- Providing tenants with written information
- Providing appropriate translation and counseling for tenants who are unable to read and understand notices
- Communicating the name and telephone number of a contact person who can answer questions or provide other needed help
- Providing transportation for tenants needing to look at other housing, especially those who are elderly
- Giving special consideration for the needs of families with school age children
- Extending regular business hours, including evenings and weekends, so that tenants won't have to miss work
- Relocation counseling and assistance completing the necessary claim forms.

H. RELOCATION PROCEDURE

Duties and Responsibilities of DRPI/LRHA Residents

The Resident shall:

- Read the General Information Notice.

- Read, sign and return to DRPI/LRHA a copy of the signed Notice of Eligibility.
- Move upon notice during the specific time period, irrespective of any pending grievance related to relocation or continuing occupancy. However, Resident rights to a grievance will not be waived by such a move provided the grievance is filed prior to the move.
- Pack all belongings and prepare furniture and appliances for moving (**everything but furniture must be packed in boxes, taped and the top of the boxes must be flat**).
- Arrange with utility companies to have services transferred to the new dwelling, and to cover all associated arrearage as may be required.
- Prepare, disconnect and/or dismount all applicable appliances for moving. If a Resident household qualifies as elderly or disabled, and requests assistance in writing from DRPI/LRHA within 14 days of receiving its 30-day notice, DRPI/LRHA will provide the necessary moving assistance.
- Notify the US Postal Service, schools, other appropriate government agencies (Social Security, etc.), individuals, and companies of the change in address.
- Be ready to move all belongings on the specified date, and to be home and ready when the movers arrive.

DRPI/LRHA Staff

The Regional Manager and Property Manager as necessary shall:

- Plan moves and consider resident needs
- Secure safe, sanitary and descent apartments for all residents.
- Schedule moves/move-ins
- Schedule residents with mover according to schedule established. Obtain insurance on all stored belongings.
- Monitor, coordinate, document and maintain records of all relocation activity for DRPI/LRHA Place according to applicable regulations.
- Ensure that copies of Notices are signed by leaseholders, returned to DRPI/LRHA and properly filed.
- Review and approve all requests for reimbursement of relocation expenses or allowable relocation payments, according to the Relocation Plan.
- Ensure that all households considered for relocation receive a General Information Notice and a copy of the Relocation Plan at the beginning of the planning process for the renovation project.

- Ensure that all households receive a written Notice of Eligibility for Relocation Assistance at least 120 days in advance of the deadline for being relocated, which outlines the assistance to which they are entitled.
- Ensure that a member of the DRPI/LRHA staff with relocation, and community and supportive services responsibilities meets with each household at least 30 days prior to the relocation deadline to discuss the relocation details and the household's needs.

The Property Manager and Maintenance Staff shall:

- Assure that all vacated units are cleaned out and secured immediately.
- Provide moving assistance for the elderly and disabled when requested as reasonable accommodation.
- Ensure other units are turned over quickly to facilitate the relocation.
- Receive a scope of work and become familiar with the scope to better answer residents questions. The Property Manager will assist with on-going inspections of construction underway.
- Upon construction completion, Property Manager, architect, construction manager, EarthCraft staff, VHDA staff, USDA-RD and other necessary personnel will perform an inspection and create a joint punch list.

The Regional Manager shall:

- Certify families that qualify for relocation assistance.
- Continue follow-up counseling through individual needs assessment.
- Initiate eviction proceedings for households that do not comply with the requirements of the Relocation Plan and related notices and instructions received in implementation of the plan.
- Determine eligibility using Verification Forms for the Low-Income Housing Tax Credit programs. Document total income of each household unless verification is on file that is less than three months old. Income from employment, military pay, social services, social security, pension, workers compensation, unemployment, child support, alimony/spousal support, self-employment and cash contribution.
- Work with all eligible Residents to get their receipts for utility hook-ups. All requests for reimbursement should be submitted within 45 days of the move. Residents should expect their check within 30 days.
- Receive a scope of work and become familiar with the scope to better answer residents questions.

J. APPEALS AND GRIEVANCES

If a leaseholder or individual disagrees with the determination of DRPI/LRHA concerning the relocation payment(s) or other relocation assistance for which the Resident is eligible, the Resident may file a written appeal with DRPI/LRHA according to DRPI/LRHA's Grievance Procedure. A household or individual may file an appeal with DRPI/LRHA in which the leaseholder believes that DRPI/LRHA has failed to:

- properly determine that the household or individual qualifies or will qualify (upon moving) as a temporarily relocated person who is eligible for relocation assistance
- properly determine the amounts of relocation payment(s) as required by this plan.

K. SPECIAL EVICTION POLICY

In addition to the causes for eviction outlined in the current lease and/or rules with DRPI/LRHA, a Resident's refusal to accept the reasonable offer of relocation housing made in accordance with this Relocation Plan will be determined to have caused a lease violation and may be the subject to an eviction action.

This eviction policy is necessary in order to ensure that Residents will comply with this Relocation Plan and thereby enable the redevelopment of DRPI/LRHA Place to proceed. This eviction policy will only be enforced for violations pertaining to the relocation effort; all other lease and occupancy violations will be handled under DRPI/LRHA's normal procedures. This policy should only be used as a last resort and every reasonable effort will be made to avoid eviction.

L. PROJECTED RENTS AND RENTAL POLICIES AFTER RENOVATION

After the renovation, 40 units will be for households with income levels at or below 60% of AMI. Rent levels after the renovations will be as follows: 4 units at 40% AMI rents, 16 units at 50% AMI rents, and 20 units at 60% AMI rents. The units will continue to be eligible for rental assistance from USDA-Rural Development. All tenants will need to be timely re-certified and meet the income and rent restrictions applicable.

M. RECORDKEEPING

Good record keeping is necessary to carry out a sound, thorough and comprehensive relocation program. DRPI/LRHA shall keep records that comply with VHDA requirements and those necessary to insure that Residents that are temporarily or permanently relocated receive the services that are needed and required. This Relocation Plan will be located in plain sight in the office for Residents to review. All documentation related to relocation, including formal notices, bill receipts and canceled checks will be included in the applicable Resident's files.

N. COVID-19 PROCEDURES

DRPI, LRHA, and any other 3rd party vendors associated with the relocation of the existing Residents will adhere to all the most recent recommendations from the Center for Disease Control (CDC) in order to protect Residents and staff.

APPENDIX

1. Units That May Not Be Renovated With Tenants in Place
2. Notice of Intent to Acquire, General Information Notice and 120-Day Notice
3. VHDA Guidelines
4. Willingness to Move Early Form
5. Relocation 30-Day Notice (Temporary Relocation)
6. Relocation 30-Day Notice (Permanent Relocation)
7. Monthly Relocation Report

Lynchburg Redevelopment & Housing Authority

_____, 20__

Resident of Dearington Hills Apartments (to be renamed as DRPI)

Re: Notice of Intent to Acquire, General Information Notice, and 120-Day Notice

Dear _____,

This letter is a follow-up to the news letters in which you were notified that we are planning upcoming redevelopments to your home. DRPI, LLC (DRPI) intends to redevelop the property you currently occupy, Dearington Hills Apartments. DRPI has applied for Low Income Housing Tax Credits and a construction loan and a mortgage loan from

_____ to complete the acquisition and renovation. The renovation will include new kitchen cabinets and countertops, energy efficient appliances, windows, patio doors, and heating and air conditioning units. We will also be installing water conserving commodes and faucets. We will be improving the outside appearance with improved landscaping, re-paving the parking lots, and a new sign.

We plan to complete the renovations without moving you from your home. We will give everyone ample notice of all work to be done in each unit every day. Work will start each day at or after 8:00 am and will stop no later than 5:00 pm. The renovation process is expected to take about ten months from the start date. We will make sure that no one will be without the necessary accommodations during the renovation period.

However, you may need to move to another unit temporarily or permanently at Dearington Hills. The earliest anyone will be required to move is _____. LRHA staff will contact you to coordinate the planned moving date. Therefore, we urge you not to move at this time. However if you have already submitted a notice to move or have received a lease termination notice, you will **not** be eligible for relocation assistance. If you have received a 21-30 Day Notice of Lease Violation and Potential Lease Termination you may not be eligible for relocation assistance. If you do elect to move for reasons of your choice, you will **not** be eligible nor be provided relocation assistance. With the above exceptions, stay where you are. To maintain your eligibility, you must continue to pay your usual rent and otherwise comply with the standard lease terms and conditions.

If we determine that you need to temporarily or permanently move, (i) you will be reimbursed for all reasonable moving expenses and reasonable related costs such as transfer fees for utility hook-ups and other related expenses in accordance with the Relocation Plan a copy of which is located in the Dearington Hills Apartments office; (ii) if you need to permanently move, you will receive relocation advisory services in accordance with the Relocation Plan, and (iii) you will receive written notice at least 30 days before the date when you must move stating (1) the specific date by which you are required to move, (2) the unit to which you will be relocated, (3) if applicable, the date on which the move-in inspection will be completed, and (4) if applicable, the date that you will receive keys to your unit. **You will not have to move earlier than 30 days after a comparable replacement dwelling is made available to you.**

As we continue with this project, you can rest assured that we will make every effort to accommodate your needs. You will be protected by the United States Department of Housing and Urban Development's (HUD) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as applicable. This assistance is more fully explained in the attached brochure, "Relocation Assistance to Tenants Displaced From Their Homes". Please review the attached Virginia Housing and Development Authority's (VHDA) "Relocation Assistance Guidelines." Please notice that some of the information related to purchasing a home and permanent relocation does not apply to this specific relocation situation. The information in the notices covers all types of relocation.

We cannot require you to move unless we make at least one comparable replacement dwelling available to you. You have the right to appeal if you believe that we did not properly evaluate your application for assistance.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child. All persons seeking URA relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Caution:

Please remember, you must contact us before making any moving plans. We want to help you obtain all relocation benefits you qualify for. Additionally, we will make reasonable accommodations for persons with disabilities and provide language assistance for persons with limited English proficiency. Please let us know if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

This notice does not establish your eligibility for relocation payments or assistance at this time. If we determine that the project will displace you and require you to vacate the premises, we will inform you in writing. If the proposed project does not proceed, or if we determine that the project will not displace you, we will notify you of that in writing.

Again, please do not move out before you receive definite guidance from us about your eligibility or ineligibility for relocation benefits. We will do everything we can to respect your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as applicable.

Please retain this letter for your records. We will contact you soon about relocation eligibility. If you have any questions about this notice or the proposed project, please contact our representative:

Sincerely,

I _____, have received this Notice of Relocation.
(print name)

Resident Signature

Date

Staff Witness

Date

Dearington Hills Apartments
Willingness to Move Early Relocation Form

I received the Notice of Intent to Acquire, General Information Notice, and 120-Day Notice letter concerning the redevelopment of Dearington Hills Apartments (to be renamed as DRPI) and the permanent relocation of my household. I have reviewed the Relocation Plan and received a copy of the Virginia Housing Development Authority publication "*Relocation Assistance Guidelines*." I attended a meeting on _____, 20____ with the property manager.

I understand due to the upcoming redevelopment of the Dearington Hills Apartments (to be renamed as DRPI Place), I will be required to permanently move. By signing below, I agree to pack and be ready to move by the _____, 20____.

Tenant Name: _____

My current address is: _____

My permanent address will be: _____

(this is the anticipated address as of ____/20____ and should it change property management staff will contact you prior to moving)

Tenant Signature

Date

Staff Signature

Date

Lynchburg Redevelopment & Housing Authority

_____, 20__

Dearington Hills Apartments (to be renamed as DRPI)

Re: 30-Day Notice to Move; By required move date
Permanent Relocation

Dear name of tenant,

On _____, 20__ we sent you a letter regarding Notice of Intent to Acquire, General Information Notice and 120-Day Notice for the redevelopment of Dearington Hills Apartments by DRPI, LLC. Virginia Housing and Development Authority (VHDA) has approved the project and the funding for it.

We have determined that you will need to permanently relocate to another unit onsite that will not be demolished as part of the construction of DRPI or a comparable unit within Lynchburg.

You must move from your current unit by _____.

We have identified the following comparable unit for you at XXX Place Apartments: _____. Your rent will remain the same as it was for your original unit until the time of lease renewal. Please contact us immediately if you believe this unit does not compare reasonably to your current home. We can explain our basis for selectin this dwelling as most representative of your current home and discuss your concerns.

Your move-in inspection is schedule to occur: _____

Please come by the office to get the key to your new unit on or after _____.

If you disagree with your designation as a displaced person, the estimated amount of relocation assistance, or the comparability of the representative replacement dwelling you may file an administrative appeal to VHDA. We will provide contact information for the appeal to VHDA. For low-income persons and those unable to prepare a written appeal, or who require assistance in preparing an appeal, we shall provide such assistance and/or refer you to an appropriate third party who will provide such assistance at no cost to you.

In order to help you protect your rights and benefits in the relocation process, we will reasonably accommodate persons with disabilities and provide language assistance for persons with limited English proficiency. Please tell our representative if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation coordinator, [name] , [title], at [phone] , [address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance under the Uniform Relocation Action, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation counselor, *[name]*, *[title]*, at *[phone]*, *[address]* before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

Sincerely,

(Name and title) _____

Tenant Affidavit: I acknowledge and understand the contents of this letter.

Signature of Tenant

Unit Number

Date Signed

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification Information

RESOLUTION:

#R-22-080

A RESOLUTION OF THE COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA,
AUTHORIZING THE DESIGNATION OF A REVITALIZATION AREA

WHEREAS, on October 11, 2022, City Council adopted Resolution R-22-061 approving the Dearington Neighborhood Plan (the "Neighborhood Plan") as part of the Comprehensive Plan 2013-2030; and

WHEREAS, the Neighborhood Plan contemplates the redevelopment of the Dearington Apartment complex (the "Redevelopment") by the Lynchburg Redevelopment & Housing Authority ("LRHA"); and

WHEREAS, Virginia Housing has provided the LRHA with a \$973,000 grant to provide for development activities for the Redevelopment; and

WHEREAS, the Redevelopment will be financed in part with Low Income Housing Tax Credits ("LIHTC"), issued pursuant to Section 36-55.30:2 of the Code of Virginia, competitively awarded by Virginia Housing; and

WHEREAS, the Redevelopment will occur in an area where the industrial, commercial or other economic development will benefit the City but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and

WHEREAS, the Redevelopment will occur in an area where 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; and

WHEREAS, as is expressed in the Neighborhood Plan, City Council approves of and desires to provide its support for the Redevelopment; and

WHEREAS, in the judgment of City Council, it is desirable and in the best interests of the City to recognize and authorize the designation of area shown on Exhibit A as a Revitalization Area, as defined in Section 36-55.2:2 of the Code of Virginia, as more fully set forth herein; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the City of Lynchburg, Virginia does hereby designate the area at Exhibit A as a Revitalization Area because (i) either (1) it 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 otherwise inadequate design, quality or condition, or (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

Adopted: December 13, 2022

Certified: Alicia L. Finney
Clerk of Council

Exhibit A

Area Map for Entire Site



Tracts where 70% (or more) of families have incomes which are 80% or less of statewide median income

Census Tract 104
Census Tract 106.01
Census Tract 106.02
Census Tract 108
Census Tract 109
Census Tract 110
Census Tract 112

Hopewell city

Census Tract 8203
Census Tract 8206
Census Tract 8207

Lee County

Census Tract 9501
Census Tract 9503
Census Tract 9506

Lunenburg County

Census Tract 9302

Lynchburg city

Census Tract 11
Census Tract 14
Census Tract 19
Census Tract 2.03
Census Tract 4
Census Tract 5
Census Tract 6

Census Tract 7

Census Tract 8.01

Martinsville city

Census Tract 1
Census Tract 2
Census Tract 4

Mecklenburg County

Census Tract 9301.01
Census Tract 9304

Newport News city

Census Tract 301
Census Tract 303
Census Tract 304
Census Tract 306
Census Tract 308
Census Tract 309
Census Tract 312
Census Tract 320.06
Census Tract 321.13
Census Tract 321.28
Census Tract 323

Norfolk city

Tab K.2

Surveyor's Certification of Proximity to
Public Transportation using Virginia
Housing template

Appendices continued

Surveyor's Certification of Proximity to Transportation

General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department taxcreditapps@virginiahousing.com.

Date 3/6/24

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development DRPI

Name of Owner DRPI, LLC

Ladies and Gentlemen:

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

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

2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**

1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Firm Name Hurt & Proffitt, Inc.

By 

Its Project Surveyor

Title

Tab L:

PHA / Section 8 Notification Letter

PHA or Section 8 Notification Letter

If you have any questions, please contact the Tax Credit Department at taxcreditapps@virginiahousing.com. **General Instructions**

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

Appendices continued

PHA or Section 8 Notification Letter

Date 3/1/2024

To Mary E. Mayrose, Executive Director
Lynchburg Redevelopment & Housing Authority
1948 Thompson Drive, Lynchburg, VA 24501

RE: Proposed Affordable Housing Development

Name of Development DRPI

Name of Owner DRPI, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on 10/5/26 (date).

The following is a brief description of the proposed development:

Development Address 311 Chambers Street, Lynchburg, VA 24501

Proposed Improvements:

- New Construction: 67 #Units 2 #Buildings
 Adaptive Reuse: _____ #Units _____ #Buildings
 Rehabilitation: _____ #Units _____ #Buildings

Proposed Rents:

- Efficiencies: \$ _____ /month
 1 Bedroom Units: \$ \$1062 /month
 2 Bedroom Units: \$ \$1202 /month
 3 Bedroom Units: \$ \$1643 /month
 4 Bedroom Units: \$ _____ /month

Other Descriptive Information:

The rents above represent the gross rent.

Appendices continued

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (561) 859 - 8520 .

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

Sincerely yours, *Darren Smith*

Name Darren Smith

Title Principal

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

Seen and Acknowledged By *Mary E. Magrose*

Printed Name: MARY E. MAGROSE

Title EXECUTIVE DIRECTOR

Phone 434 485 7220

Date 3/12/2024

Tab M:

Intentionally Blank

Tab N:

Homeownership Plan

This deal does not require
information behind this tab.

Tab O:

Plan of Development Certification Letter

This deal does not require
information behind this tab.

Tab P:

Zero Energy or Passive House documentation for
prior allocation by this developer

This deal does not require
information behind this tab.

Tab Q:

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



GENTRY LOCKE
Attorneys

Herschel V. Keller
keller@gentrylocke.com
P: (434) 455-9944
F: (540) 983-9400

REC'D MARCH 23 10:40:05
APPROVED BY

March 3, 2023

Mary E. Mayrose, Executive Director
Lynchburg Redevelopment and Housing Authority
918 Commerce Street
Lynchburg, VA 24504

RE: Cooperation Agreement between the Lynchburg Redevelopment and Housing Authority and the City of Lynchburg dated February 28, 1979

Dear Ms. Mayrose:

You have asked us for our opinion as counsel to the Lynchburg Redevelopment and Housing Authority (the "**Authority**") that the Cooperation Agreement between the Authority and the City of Lynchburg dated February 28, 1979 (the "**Cooperation Agreement**") remains in full force and effect and will apply to the seventy-six (76) units of rental housing which will be revitalized with the use of Federal low-income housing tax credits awarded by Virginia Housing Development Authority pursuant to Section 42 of the U.S. Internal Revenue Code of 1986, as amended (the "**Development**").

Paragraph 3(a) of the Cooperation Agreement provides in part:

Under the Constitution and Statutes of the Commonwealth of Virginia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body [...] so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the [Authority] and the Government for loans or annual contributions or both, in connection with such project remains in force and in effect.

"Project" is defined in the Cooperation Agreement as "any low-rent housing hereafter developed or acquired by the [Authority] with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development". Such Projects are instead subject to



annual Payments in Lieu of Taxes ("PILOT"), as that term is defined in the Cooperation Agreement.

Since the Project will be on property owned by the Authority and subject to one or more restrictive agreements ensuring, among other things, that (i) seventy-six (76) units will remain affordable low-rent housing for a term of no less than fifty (50) years; (ii) will receive annual Section 8 Project-Based Voucher funding from HUD; and (iii) PILOT will be made pursuant to the Cooperation Agreement, it is my opinion that the rental units within the Development will continue to be exempt from all real and personal property taxes.

Sincerely,

GENTRY LOCKE

By: _____

A handwritten signature in black ink, appearing to read 'Herschel V. Keller', is written over a horizontal line. The signature is fluid and cursive.

Herschel V. Keller, Partner

Tab R:

Documentation of Utility Allowance calculation



March 13, 2024

Troy Collins
 Smith & Henzy Affordable Group, Inc.
 Delray Beach, FL 33483
 tcollins@smithhenzy.com

RE: Preliminary Utility Allowance for Dearington Hills Phase I

Dear Troy Collins,

Please see the following Preliminary Utility Allowance (UA) for Dearington Hills Phase I located in Lynchburg, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	City of Lynchburg	Trash:	N/A
Sewer:	City of Lynchburg		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

UTILITY ALLOWANCE			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 15.97	\$ 19.35	\$ 22.73	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 7.45	\$ 9.03	\$ 10.61	N/A
Cooking	Electric	Tenant	N/A	\$ 6.39	\$ 7.74	\$ 9.09	N/A
Lighting	Electric	Tenant	N/A	\$ 25.55	\$ 30.95	\$ 36.37	N/A
Hot Water	Electric	Tenant	N/A	\$ 14.90	\$ 18.06	\$ 21.21	N/A
Water	-	Tenant	N/A	\$ -	\$ -	\$ -	N/A
Sewer	-	Tenant	N/A	\$ -	\$ -	\$ -	N/A
Trash	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
Total UA costs (Unrounded)			\$ -	\$ 70.26	\$ 85.12	\$ 100.01	\$ -

**Allowances only for Dearington Hills Phase I as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

Sincerely,

Molly Bohan
 Assistant Project Manager

Tab S:

Supportive House Certification and/or
Resident Well Being MOU

MOU: Telehealth Services

MEMORANDUM OF UNDERSTANDING
Between
DRPI, LLC
And
CENTRA MEDICAL GROUP, LLC

I. Parties:

This Memorandum of Understanding (“MOU”) is made by and between DRPI, LLC d/b/a Dearington Hills Apartments, (“DRPI”) a Virginia limited liability corporation, and Centra Medical Group, LLC (“CMG”), collectively,

II. Purpose:

WHEREAS, DRPI, has the mission to develop a 67-unit apartment community (the “Project”) that provides quality affordable housing and is committed to implementing an innovative, affordable housing model that incorporates resident needed services while promoting stability and opportunity for low-income residents;

WHEREAS, CMG is a provider of medical services operating in the Central Virginia region;

WHEREAS, DRPI has desire to ensure that Project residents have access to telehealth services;

WHEREAS, this MOU documents the Parties desire to explore telehealth service offerings that may be well suited for the Project.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, DRPI and CMG do hereby agree as follows:

III. Agreement:

CMG agrees to make telehealth services available in the Central Virginia area in compliance with applicable laws, regulations, and billing guidelines to all similarly situated individuals.

IV. Responsibilities:

A. CMG further agrees to convene with DRPI staff at a cadence mutually agreed upon by the Parties to review information submitted to CMG by DRPI about CMG’s service offerings to assess the performance of such offerings and determine any next steps for continued collaboration. For the avoidance of doubt, nothing contained herein shall be construed to require CMG to share information that is protected by federal or state law, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

B. DRPI further agrees to provide information about itself and its third-party partners to CMG and to convene with CMG as outlined above.

V. Term:

This MOU will be effective from March 13, 2024 through December 31, 2026. Either party may terminate this MOU, with or without cause, upon written notice to the other Party, specifying the effective date of such termination.

VI. Relationship of the Parties:

For the purposes of this MOU, one party is not an agent of any other party. The Parties are independent contractors of one another. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, or other similar relationship between the parties. Neither party has the right or authority to bind the other party through its actions or any other agreements or communications. Neither party shall have the right to exercise control or direction over the business of the other party.

VII. Amendments:

This MOU, or any part hereof, may be amended from time to time only by a written instrument executed by each party.

VIII. Notices:

Any notices under or in this MOU shall be in writing, and shall be deemed to be delivered by certified mail, postage prepaid, return receipt requested, email or by facsimile, unless such address is changed by written notice hereunder:

If to DRPI:

Mr. Darren Smith, Principal
DRPI, LLC
1100 NW 4th Avenue,
Delray Beach, FL 33444
dsmith@smithhenzy.com
561.501.6174

If to CMG:

Kristi Sink, VP, Ambulatory Service Line
2010 Atherholt Road
Lynchburg, VA 24501
Kristi.sink@centrahealth.com

With a copy to:

Patricia (Pat) Young, Vice President for Community Health Services
Community Health Services

1901 Tate Springs Road
Lynchburg, VA 24501
pat.young@centrahealth.com

Centra Health, Inc.
Attn: VP & General Counsel
2301 Langhorne Road
Lynchburg, VA 24501

X. [Intentionally omitted].

XI. Waiver.

No waiver by any Party of any of the provisions of this MOU will be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such a written waiver.

XII. Assignment.

This MOU may not be assigned by any party without the prior written approval of the other party.

XII. Counterparts.

This MOU may be executed in two or more counterparts, each of which will be deemed to be an original of this MOU, and all of which taken together will constitute one and the same engagement.

IX. Applicable Law.

This Agreement shall be interpreted and governed by the laws of the Commonwealth of Virginia without regard to its conflicts of laws principles.

X. Exclusive Forum.

The Parties agree that any proceedings (including arbitration proceedings) arising out of or relating to this Agreement shall be conducted exclusively in the state or federal courts located in the City of Lynchburg, Commonwealth of Virginia.

XI. Entire Agreement.

This MOU, including any attachments, represents the entire memorandum of understanding of the parties hereto, and all previous memorandums of understanding, whether oral or written, are expressly superseded and merged herein.

IN WITNESS WHEREOF, the parties have caused to be executed on their respective behalf this Memorandum of Understanding the day and year first hereinabove written.

DRP1, LLC

CENTRA MEDICAL GROUP, LLC

Darren Smith

Name: Darren Smith
Title: Principal



Name: Sloan Albert
Title: COO



Community Health Services
1901 Tate Springs Road
Lynchburg, VA 24501

March 8, 2024

Ms. Mary Mayrose, Executive Director
Lynchburg Redevelopment and Housing Authority
1948 Thomson Drive
Lynchburg, VA 24501

Dear Mary:

Please accept this letter of support on behalf of the Lynchburg Redevelopment and Housing Authority's efforts to apply for tax credits for the redevelopment of the Dearington Hills Apartments. In addition, this letter serves as a formal expression of interest from Centra Health to explore and develop a telehealth partnership with the Housing Authority that will serve the residents of Dearington Hills.

As the only nonprofit health system in the Greater Lynchburg Area and a primary service provider to low income and uninsured populations, we are well aware of the many barriers to care that your residents face each day. In our 2021 Community Health Needs Assessment, Access to Healthcare Services and Access to Behavioral Health Services (including mental health and substance use disorders) were identified as top needs in the Lynchburg Area. At the same time, the pandemic resulted in Centra's expansion of telehealth services which we continue to use today for urgent care and behavioral health services thus reducing barriers, and increasing access, to care.

In my role as Vice President of Community Health Services at Centra, I lead efforts in our region to address the social drivers and inequities that impact the health and quality of life for the communities we serve. We recognize the importance of collaborations with our community partners and stakeholders and are pleased to collaborate with you and your team at Lynchburg Redevelopment and Housing Authority, to identify innovative approaches that will provide your low-income residents with access to telehealth services in a setting close to home.

We know it takes all of us working together to create healthier communities. We look forward to this opportunity to better serve the needs of your residents.

A handwritten signature in cursive script that reads "Patricia Young".

Patricia (Pat) Young, Vice President
Community Health Services
pat.young@centrahealth.com

Tab T:

Funding Documentation



March 12, 2024

Mr. Darren Smith
DRPI, LLC
1100 NW 4th Avenue,
Delray Beach, FL 33444

Re: Commitment for \$863,865. Loan to Finance the Development of DRPI in Lynchburg, VA.

Mr. Smith:

The Lynchburg Redevelopment & Housing Authority (the "Lender") hereby commits to make a loan (the "Loan") available in the amount and on the terms and conditions set forth below to DRPI, LLC, a Virginia limited liability company (the "Borrower") as and when such funds are received by the Lender from the Borrower pursuant to a capitalized lease payment to the Lender for the Borrower's acquisition of a leasehold interest in the Project (hereinafter defined) and the improvements thereon. This Loan commitment is made subject to the following terms and conditions:

1. Purpose: The purpose of the Loan is to finance a portion of the costs of the first phase of redevelopment of an existing public housing development currently known as Dearington Hills Apartments, the first phase of which will be known as DRPI (the "Project"), located in Lynchburg, VA. This Loan constitutes the Borrower's obligation to pay a portion of the capital lease payment under its option to enter a ground lease with Lender dated March 12, 2024 in connection with the Project.

2. Loan Amount: \$863,865.

3. Interest: The rate that is the greater of (i) the long-term applicable federal rate in the month of closing; and (ii) 3.92% per annum, paid from available cash flow, after debt service of the first mortgage and interest payments of any subordinate debt throughout the term of the Loan.

4. Loan Term: The Loan is non-recourse and non-amortizing with a 50-year term. The closing date for the Loan may be extended by the Lender in its sole discretion.

5. Repayment: Payments of principal and interest to be made on an annual basis out of cash flow available after payment of operating expenses and any required debt service on third-party loans. All remaining interest and principal shall be due and payable in full upon the maturity date of the Loan.





6. Admission of Equity Investor. As a condition of the Lender's obligation to make the Loan, the Borrower shall admit an equity investor at the closing of the Loan owning at least a ninety-nine percent (99%) interest in the Borrower that will be obligated to contribute equity capital to the Borrower on terms acceptable to the Lender.

7. General Conditions: The Borrower shall demonstrate to the satisfaction of the Lender prior to closing that it has secured sufficient sources of financing for the Project. Failure to provide these commitments before December 31, 2025, shall result in cancellation of the Loan. The Loan will close simultaneously with all other sources of debt and equity to finance the Project.

8. Special Conditions. The Borrower shall enter into a Loan agreement evidenced by one or more promissory notes and secured by a mortgage on the Borrower's leasehold interest with respect to the Project, and related documents and security as the Lender shall determine in its sole discretion.

9. Subordination: Lender will consent to the subordination of its leasehold mortgage securing the Loan and any payments on the Loan to the first leasehold mortgage construction and permanent financing, and that certain subordinate loan to be made by the Lender to the Owner in the amount of \$863,865.

This commitment is valid and in full force and effect through December 31, 2025, after which date this commitment and all terms set forth herein shall expire and be of no further force and effect. If you accept these terms, please execute a copy hereof and deliver the same to the Lender's office.

Sincerely,

By: 
Name: Mary E. Mayrose
Title: Executive Director

Accepted and agreed to by the Borrower as of the 12 day of March 2024.

DRPI, LLC, a Virginia limited liability company

By: *Darren Smith*
Name: Darren Smith
Title: Managing Member





March 12, 2024

Mr. Darren Smith
DRPI, LLC
1100 NW 4th Avenue,
Delray Beach, FL 33444

Re: Commitment for \$1,000,000. Loan to Finance the Development of DRPI in Lynchburg, VA.

Mr. Smith:

The Lynchburg Redevelopment & Housing Authority (the "Lender") hereby commits to make a construction and permanent loan (the "Loan") to DRPI, LLC, a Virginia limited liability company (the "Borrower") in the amount and subject to the terms and conditions set forth as follows:

1. Purpose: The purpose of the Loan is to finance a portion of the costs of the first phase of the redevelopment of an existing public housing development currently known as Dearington Hills Apartments, the first phase of which will be known as DRPI (the "Project"), located in Lynchburg, VA.
2. Loan Amount: \$1,000,000.
3. Interest: The rate that is the greater of (i) the long-term applicable federal rate in the month of closing; and (ii) 3.92% per annum, paid from available cash flow, after debt service of the first mortgage and interest payments of any subordinate debt throughout the term of the Loan.
4. Loan Term: The Loan is non-recourse and non-amortizing with a 50-year term. The closing date for the Loan may be extended by the Lender in its sole discretion.
5. Repayment: Payments of principal and interest to be made on an annual basis out of cash flow available after payment of operating expenses and any required debt service on third party loans. All remaining interest and principal shall be due and payable in full upon the maturity date of the Loan.





6. Admission of an Equity Investor. As a condition of the Lender's obligation to make the Loan, the Borrower shall admit an equity investor at the closing of the Loan owning at least a ninety-nine percent (99%) interest in the Borrower that will be obligated to contribute equity capital to the Borrower on terms acceptable to the Lender.


7. General Conditions: The Borrower shall demonstrate to the satisfaction of Lender prior to closing that it has secured sufficient sources of financing for the Project. Failure to provide these commitments before December 31, 2025, shall result in cancellation of the Loan. The Loan will close simultaneously with all other sources of debt and equity to finance the Project.

8. Special Conditions. The Borrower shall enter into a Loan agreement evidenced by one or more promissory notes, and secured by a mortgage on the Borrower's leasehold interest with respect to the Project and related documents and security as the Lender shall determine in its sole discretion.

9. Subordination: Lender will consent to the subordination of its leasehold mortgage securing the Loan and any payments on the Loan to the first leasehold mortgage construction and permanent financing.

This commitment is valid and in full force and effect through December 31, 2025 after which date this commitment and all terms set forth herein shall expire and be of no further force and effect. If you accept these terms, please execute a copy hereof and deliver the same to the Lender's office.

Sincerely,

By: 
Name: Mary E. Mayrose
Title: Executive Director

Accepted and agreed to by the Borrower as of the 12 day of March 2024.

DRPI, LLC, a Virginia limited liability company

By: 
Name: Darren Smith
Title: Managing Member



Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing



SMITH & HENZY
AFFORDABLE GROUP

198 NE 6TH AVE
DELRAY BEACH, FLORIDA 33483

TELEPHONE: (561) 859-8520
DSMITH@SMITHHENZY.COM
WWW.SMITHHENZY.COM

March 9, 2023

Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

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

RIGHT OF FIRST REFUSAL AGREEMENT

(DRPI)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among **DRPI, LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "Grantee"), and is consented to by **SHAG DRPI, LLC**, a Virginia limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [_____] limited liability company (the "**Investor Member**") and [_____] **SPECIAL LIMITED PARTNER, L.L.C.**, a [_____] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its [Second Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 76-unit apartment project for families located in Lynchburg, Virginia and commonly known as "DRPI" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Owner desires to give, grant, bargain, sell and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- C. 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 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.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing's sole discretion.

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 Lynchburg, 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, 1100 NW 4th Avenue, Delray Beach, Florida 33444, Attn: Darren Smith;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement; and
- (iii) If to the Grantee, 918 Commerce Street, Lynchburg, Virginia, Attn: Mary Mayrose, Executive Director.

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 nonprofit 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.

GRANTEE:

**LYNCHBURG REDEVELOPMENT
AND HOUSING AUTHORITY,**

a political subdivision of the Commonwealth of Virginia

By: Mary E. May
Name: Mary Mayrose
Title: Executive Director

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

I, Tabitha Renee Smith, a Notary Public in and for the City aforesaid, in the Commonwealth of Virginia, whose commission expires on the 31st day of October, 2024, do hereby certify that Mary Mayrose, Executive Director of Lynchburg Redevelopment and Housing Authority, whose name is signed as such to the foregoing writing bearing date of the 13th day of March, 2024, has acknowledged the same before me in my City and State.

Given under my hand this 13th day of March, 2024.

Tabitha Renee Smith
Notary Public



Right of First Refusal Agreement

DRPI

Signature Page 2 of 4

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

MANAGING MEMBER:


SHAG DRPI I, LLC
a Virginia limited liability company
its Manager and Member

By: 
Darren Smith
Managing Member

STATE OF FLORIDA)
)SS
COUNTY/CITY OF Palm Beach)

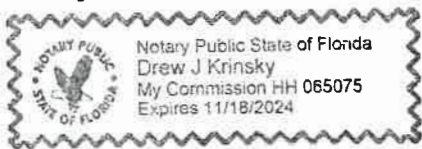
On this the 14th day of March, 2024, before me, the undersigned officer, personally appeared Darren Smith as Managing Member of SHAG DRPI I, LLC, a Virginia limited liability corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 11/18/2024

[Notarial Seal]



Right of First Refusal Agreement
DRPI
Signature Page 3 of 4

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 _____

Right of First Refusal Agreement
DRPI

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING AT A REBAR FOUND ON THE EASTERLY RIGHT OF WAY LINE OF CHAMBERS STREET, FORMERLY KNOWN AS BATH STREET (POB); THENCE ALONG SAID RIGHT OF WAY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 197.35 FEET TO A MAG NAIL SET AT THE NORTHEASTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF CHAMBERS STREET AND THE WESTERLY RIGHT OF WAY OF HUNT STREET (UNOPENED); THENCE LEAVING CHAMBERS STREET ALONG RIGHT OF WAY OF HUNT STREET SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 169.25 FEET TO A REBAR SET AT A 10 FOOT ALLEY; THENCE ALONG SAID ALLEY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 1410.44 FEET TO A PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY OF ECTOR STREET (UNOPENED); THENCE ALONG SAID RIGHT OF WAY NORTH 54 DEGREES 29 MINUTES 50 SECONDS EAST 598.35 FEET TO A PIPE FOUND AT A 10 FOOT ALLEY; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 885.44 FEET ALONG SAID ALLEY TO A REBAR SET; THENCE SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 167.35 FEET TO A REBAR SET ON THE NORTHWESTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF PULASKI STREET; THENCE ALONG SAID RIGHT OF WAY SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 722.35 FEET TO A REBAR SET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 261.75 FEET TO THE POINT OF BEGINNING, CONTAINING 18.543 ACRES.

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

[Klein Hornig LLP](#)
[1325 G Street NW, Suite 770](#)
[Washington, DC 20005](#)
[Attn: Erik Hoffman, Esq.](#)

RIGHT OF FIRST REFUSAL AGREEMENT

(~~[Project name]~~ [ApartmentsDRPI](#))

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among **[OWNER ENTITY]DRPI, LLC**, a Virginia limited liability company (the "Owner" or the "Company"),

~~[GRANTEE]~~, a [LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia](#) ~~non-stock nonprofit corporation~~ (the "Grantee"), and is consented to by **[MANAGING MEMBER ENTITY]SHAG DRPI, LLC**, a Virginia limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [~~State Registered~~ _____] limited liability company (the "**Investor Member**") and [~~Special Member~~ _____] **SPECIAL LIMITED PARTNER, L.L.C.**,

a [~~State Registered~~ _____] 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 [Second Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of an ~~[Number]~~ [a 76](#)-unit apartment project for families located in ~~[Jurisdiction]~~ [Lynchburg](#), Virginia and commonly known as "~~[Project name]~~ [ApartmentsDRPI](#)" (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~~

~~B. C.~~ The Owner desires to give, grant, bargain, sell and convey to the ~~Grantees~~ [Grantee](#) certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

~~C. 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 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.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

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 ~~[Jurisdiction]~~ Lynchburg, 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).

1

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~~ [1100 NW 4th Avenue, Delray Beach, Florida 33444, Attn: Darren Smith;](#)
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement; [and](#)
- (iii) If to the Grantee, ~~[Grantee Contact Name] [Grantee Mailing Address];~~ [and 918 Commerce Street, Lynchburg, Virginia, Attn: Mary Mayrose, Executive Director.](#)

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.

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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 nonprofit 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.

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

OWNER:

~~[OWNER ENTITY], a [Virginia] limited liability company~~

~~By: [Managing Member Entity],~~

DRPI, LLC

~~a [Virginia] limited liability company, its managing member~~ By: Managing Member of MM if applicable
~~By: Authorized Owner Signatory~~

COMMONWEALTH

By: SHAG DRPI, LLC
a Virginia limited liability company
its Manager and Member

By: _____
Darren Smith
Managing Member

STATE OF VIRGINIA/CITY/FLORIDA _____)
_____)SS

[COUNTY/CITY OF _____]
)

On this the _____ day of _____, 20_2024, before me, the undersigned, ~~a notary public in and for said state officer~~, personally appeared ~~[_____], personally~~ Darren Smith as Managing Member of SHAG DRPI, LLC, a Virginia limited liability corporation, the Manager and Member of DRPI, LLC, a Virginia limited liability company, known to me (or ~~proved to me on the basis of satisfactory evidences~~ satisfactorily proven) to be the ~~individual~~ person whose name is subscribed to the within instrument and acknowledged ~~to me~~ that she executed the same ~~in~~ for the purposes therein contained.
~~her capacity as [_____], the managing member of the [Managing Member Entity], which is the managing member of [Owner Entity] and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.~~

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public:--

My Commission Expires: --Registration No.:-- _____

| [\[Notarial Seal\]](#)

|
|
Right of First Refusal
Agreement ~~[Project name]~~
~~Apartments~~[DRPI](#)

Signature Page 1 of 4

GRANTEE:

[_____], a Virginia non-stock nonprofit corporation

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

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 she executed the same in her capacity as [_____], and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: _____

Commission Expires: _____

Registration No.: _____

LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY,
a political subdivision of the Commonwealth of Virginia

By: _____
Name: Mary Mayrose
Title: Executive Director

COMMONWEALTH OF VIRGINIA
CITY OF LYNCHBURG, to-wit:

I, _____, a Notary Public in and for the City aforesaid, in the Commonwealth of Virginia, whose commission expires on the _____ day of _____, _____, do

Right of First Refusal
Agreement [Project name]
Apartments

hereby certify that Mary Mayrose, Executive Director of Lynchburg Redevelopment and Housing Authority, whose name is signed as such to the foregoing writing bearing date of the _____ day of _____, 2024, has acknowledged the same before me in my City and State.

Given under my hand this _____ day of _____, 2024.

Notary Public

Right of First Refusal
Agreement DRPI
Signature Page 2 of 4

Right of First Refusal
Agreement [Project name]
Apartments

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

MANAGING MEMBER:

~~[MANAGING MEMBER ENTITY];~~

SHAG DRPI I, LLC

a Virginia limited liability company ~~By: _____~~

its Manager and Member

By:

~~COMMONWEALTH~~ _____

Darren Smith

Managing Member

STATE OF VIRGINIA/CITY/FLORIDA _____)

)SS

COUNTY/CITY OF _____)

On this the _____ day of _____, 20 2024, before me, the undersigned, ~~a notary public in and for said state officer~~, personally appeared ~~[- _____ -]~~, personally Darren Smith as Managing Member of SHAG DRPI I, LLC, a Virginia limited liability corporation, known to me (or ~~proved to me on the basis of satisfactory evidence~~ satisfactorily proven) to be the ~~individual~~ person whose name is subscribed to the within instrument and acknowledged ~~to me that~~ that ~~[she]~~ executed the same ~~in her capacity as~~ as ~~[- _____ -]~~, ~~the sole member of [Managing Member Entity], and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument for the purposes therein contained.~~

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public:-

My Commission Expires: ~~Registration No.:-~~ _____

[Notarial Seal]

Right of First Refusal

Agreement [~~Project name~~]
~~Apartments~~DRPI
Signature Page 3 of 4

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 _____

Right of First Refusal
Agreement **[Project name]**
ApartmentsDRPI

EXHIBIT A

LEGAL DESCRIPTION

~~[insert legal]~~

All of that certain 1.7 acres of land that is part of the following-described property and which is depicted as Phase IA on the survey attached hereto:

BEGINNING AT A REBAR FOUND ON THE EASTERLY RIGHT OF WAY LINE OF CHAMBERS STREET, FORMERLY KNOWN AS BATH STREET (POB); THENCE ALONG SAID RIGHT OF WAY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 197.35 FEET TO A MAG NAIL SET AT THE NORTHEASTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF CHAMBERS STREET AND THE WESTERLY RIGHT OF WAY OF HUNT STREET (UNOPENED); THENCE LEAVING CHAMBERS STREET ALONG RIGHT OF WAY OF HUNT STREET SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 169.25 FEET TO A REBAR SET AT A 10 FOOT ALLEY; THENCE ALONG SAID ALLEY NORTH 35 DEGREES 30 MINUTES 10 SECONDS WEST 1410.44 FEET TO A PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY OF ECTOR STREET (UNOPENED); THENCE ALONG SAID RIGHT OF WAY NORTH 54 DEGREES 29 MINUTES 50 SECONDS EAST 598.35 FEET TO A PIPE FOUND AT A 10 FOOT ALLEY; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 885.44 FEET ALONG SAID ALLEY TO A REBAR SET; THENCE SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 167.35 FEET TO A REBAR SET ON THE NORTHWESTERLY CORNER OF THE END OF THE PUBLIC RIGHT OF WAY OF PULASKI STREET; THENCE ALONG SAID RIGHT OF WAY SOUTH 35 DEGREES 30 MINUTES 10 SECONDS EAST 722.35 FEET TO A REBAR SET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 54 DEGREES 29 MINUTES 50 SECONDS WEST 261.75 FEET TO THE POINT OF BEGINNING, CONTAINING 18.543 ACRES.

Document comparison by Workshare Compare on Wednesday, March 13, 2024
1:44:40 AM

Input:	
Document 1 ID	iManage://cloudimanager.com/KHDOCS/1131498/1
Description	#1131498v1<cloudimanager.com> - DHA VHDA LIHTC 2024 9% Right of First Refusal Agreement
Document 2 ID	iManage://cloudimanager.com/KHDOCS/1131498/2
Description	#1131498v2<cloudimanager.com> - DHA VHDA LIHTC 2024 9% Right of First Refusal Agreement
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	95
Deletions	74
Moved from	1
Moved to	1
Style changes	0
Format changes	0
Total changes	171

Tab W:

Internet Safety Plan and Resident Information Form (if internet amenities selected)

DRPI Internet Guidelines

Acknowledgement

I _____, have read, understand, acknowledge and agree to be bound by the recommendations, guidelines, terms, and conditions outlined in The DRPI Internet Guidelines Manual (provided to Resident). The Internet Guideline Manual outlines and summarizes the proper use and safety guidelines when using the Internet Services provided at DRPI common areas.

I understand that the Internet Guideline Manual and handbook contains information that will assist me and my guests in the proper use of the internet made available by The Heights at Jackson Village. I also understand that I will be held accountable for my behavior, as well as for my guests' behavior, and me be subject to legal and/or financial consequences related to any misuses as outlined in the Internet Guideline Manual.

By signing below, I acknowledge that I have read, agree to, and understand the terms of all items contained in DRPI Internet Guideline Manual.

Resident Name: _____

Resident Signature: _____

Date: _____

DEARINGTON HILLS PHASE I

INTERNET SECURITY PLAN

The internet service at Dearington Hills Phase I will have a rotating password that is only accessible to residents. The network router will be 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

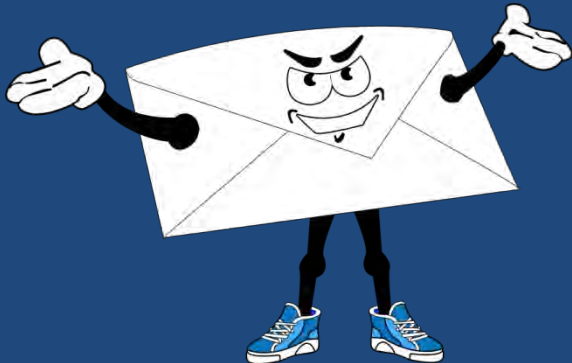
Spam



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/>



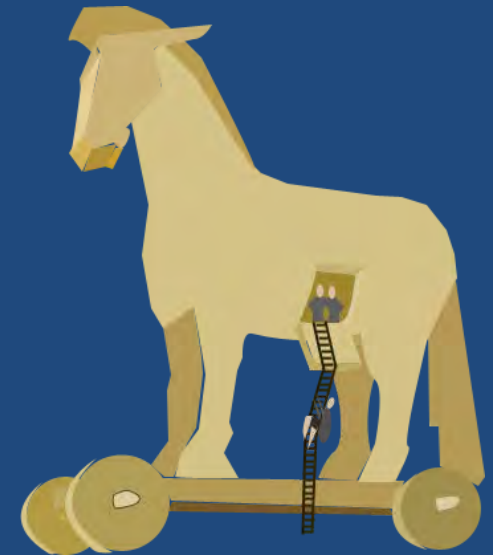
Trojan Horse

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](#).



Information Provided By:
Office of the Attorney
General

202 North Ninth Street
Richmond, Virginia 23219

(804) 786-2071

www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

DRPI

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 DRPI 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 DRPI. Mayfair Management Group (the “**Management Agent**”), 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, Management Agent will be responsible for the development and management of community and resident services program.

I. Affirmative Marketing

MANAGEMENT AGENT 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. MANAGEMENT AGENT, 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 MANAGEMENT AGENT.

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

MANAGEMENT AGENT 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 (434-528-4971)
- Virginia Board for People with Disabilities (804-786-0016)
- Virginia Department for Aging and Rehabilitative Services (804-662-7000)
Centers for Independent Living

- Disability Resource Center (540-373-2559)**
- Access Independence, Inc. (540-662-4452)** Find you areas #**
- Horizon Behavior Health (434-847-6094)

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

MANAGEMENT AGENT 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. MANAGEMENT AGENT 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.

B 60 Day-Hold Unit

Units 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 50-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 50-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 50-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:

Social Disadvantage Certification

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Darren Smith

LIHTC Applicant Name DRPI, LLC

Part II, 13VAC10-180-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (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, provides that an applicant may receive five (5) points toward its application for Credits for demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

INSTRUCTIONS:

Please complete either IA or 1B and also provide a complete response to II. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.

I. **SOCIAL DISADVANTAGE**

(Complete only Section I(A) OR I(B) and then acknowledge II below)

 A. I am claiming social disadvantage because of my identification as a:

 Black American

 X Hispanic American

 Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

 Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

 Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

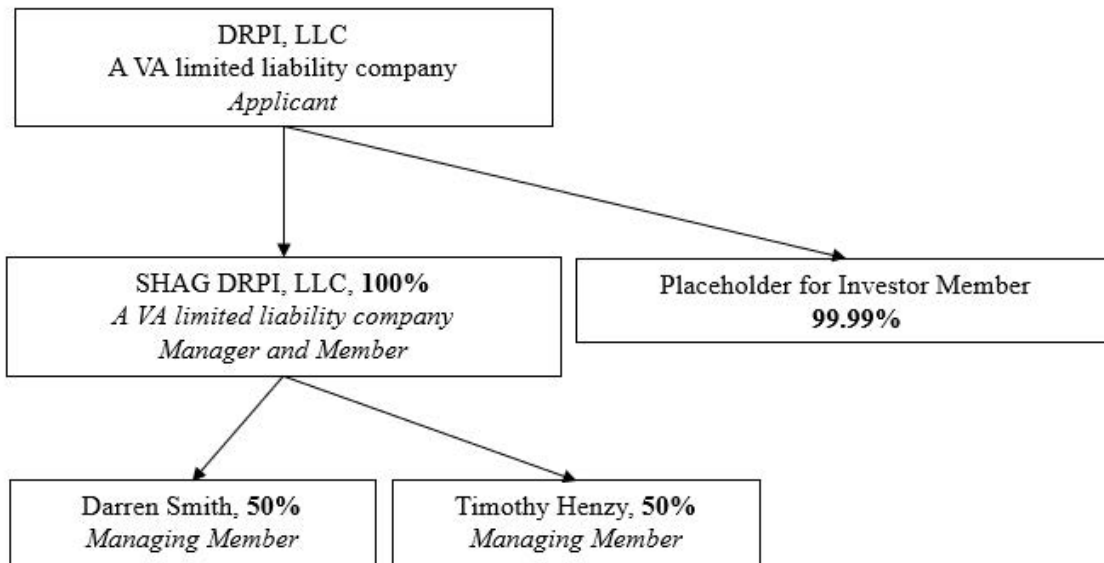
B. _____ I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

II. **Ownership and Control**

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

Darren Smith is a Manager of SHAG DRPI, LLC, the Managing Member of the Applicant, DRPI, LLC. Please see the organizational chart below.

**ORGANIZATIONAL CHART – APPLICANT ENTITY
DRPI**



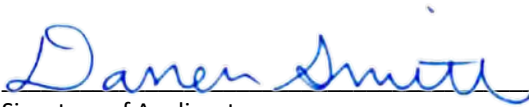
[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.


APPLICANT:

DRPI, LLC
Name of Applicant


Signature of Applicant

Darren Smith, Manager
Printed Name and Title of Authorized Signer

PRINCIPAL:


Signature of Qualifying Principal

Darren Smith, Manager
Printed Name and Title of Qualifying Principal